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The Solicitors' Journal.

LONDON, AUGUST 24, 1867.

THE LISTS which have appeared in several of our contemporaries purporting to give the names of the assistant Boundary Commissioners are not to be relied upon. We believe that the following list of barristers appointed to the office may be depended upon as correct:—

Serjeant H. Tindal Atkinson, Mr. A. Bathurst, Mr. J. Bramston, Mr. E. Bullock, Mr. F. Clifford, Mr. Hugh Cowie, Mr. P. Cumin, Mr. J. S. Dugdale, Mr. F. W. Gibbs, C.B., Mr. J. L. Johnston, Mr. Joseph Kaye, Mr. F. D. Longe, Mr. H. C. Merivale, Mr. W. Spencer Ollivant, Mr. J. Horne Payne, Mr. R. C. Palmer, Mr. N. J. Senior, Mr. J. L. Wharton.

As to the Engineer and Artillery Officers who are to serve in this capacity, the list is not yet finally determined.

THE ILL-FORTUNE of the Norfolk Circuit still continues. On August 12th the Courts commenced business at Ipswich with a list of six causes—of which four were undefended—and of twenty-eight prisoners, whose offences seem to have been so light that after one day's work "not many cases were left for trial."

Our readers are aware from our previous notices that there has been a great scarcity of business on this and other circuits. It has been needless to point out that such is invariably the case on the two Welsh circuits; and, but for Cheshire and Glamorganshire, it may safely be assumed that the bar must have found the assize business very unremunerative. On the other hand it has been equally needless to announce that the business in Surrey, Yorkshire, and Lancashire (except, it appears, this autumn at Lancaster) has been nearly overwhelming. It was the less necessary for us to draw attention to this latter fact because a portion of the press is never apparently tired of doing so, though it is less clear-sighted to discern the paucity of business at other assize towns.

If three or four small counties could be grouped together for the purpose of assize business great expense and trouble, and waste of judicial strength would be avoided, and there would be plenty of time to devote to other counties where it seems a matter of course to have a list of remanets or referred causes. Of course one considerable difficulty arises from the impossibility of knowing beforehand how long the assize business at any particular town is likely to occupy; but this difficulty is greatly increased by the present system of obliging the judges to go to six or eight different places (without any real necessity); to get through at each what can probably be done in six or eight hours, but may possibly occupy as many days. If some of the counties were grouped in the manner we have suggested, it is obvious that the loss of time would be much less than at present. We trust therefore the *Imperial Review* is correct when it announces that a new arrangement of the Welsh circuits is in contemplation. It is said that the two circuits are to be united, and a part of the Oxford circuit added to them. It is stated also

that the latter circuit is to have compensation by subtracting part of the Midland; and when it is borne in mind how very heavy the Yorkshire business has lately proved to be, this seems a plan worthy of consideration.

YEAR BY YEAR, and session by session, Parliament draws closer the meshes of the great net by which the hungry Treasury is fed. A watchful Chancellor of the Exchequer sits incessantly scanning our daily course of life and business, marking any spot which the tax-gatherer has hitherto spared, any nook where a man may sit or stand without paying a toll for doing so, and pounces on any such with a new stamp duty. An Act which received the Royal assent on the 12th of this month (30 & 31 Vict. c. 90), follows out this principle, and imposes several new stamp duties which it concerns the profession to be acquainted with. The 20th section imposes a stamp duty of one penny on the following documents:—

"Letters of allotment of shares of companies or proposed companies, or of loans raised, &c., by such companies, or letters of allotment issued or delivered in the United Kingdom of shares of foreign or colonial companies or proposed companies, or of any loan by any foreign or colonial government, state, company, or corporation.

"Scrip certificates or other documents entitling persons to become proprietors of shares of companies or proposed companies, or scrip certificates or other documents issued or delivered in the United Kingdom entitling persons to become the proprietors of shares of foreign or colonial companies or proposed companies.

"Scrip or other documents denoting the right of persons as subscribers in respect of loans raised, &c., by companies, or scrip or other documents issued or delivered in the United Kingdom denoting the rights of persons as subscribers in respect of loans raised, &c., by any foreign or colonial government, state, company, or corporation."

The same Act repeals all existing stamp duties on assignments of bonds, and imposes instead a stamp duty of sixpence per cent. on the amount secured or the penalty of the bond, as the case may be. The Act also exempts from stamp duty mere licenses to preach or exercise spiritual functions, where there is no emolument in the case, and the licence is not to hold the office of lecturer, reader, or chaplain.

WE READ in the police reports of a contemporary that at Marlborough-street Police-court a few days ago—

"Frederick Landre, bar keeper at the London Pavilion Music-hall, was charged before Mr. Tyrwhitt with assaulting Mr. Joseph Rosenthal, jeweller, of No. 18, Arundel-street, Portman-square.

"Mr. Sayer, from the office of Mr. Edward Lewis, appeared for the complainant, and, having stated the nature of the case, said that, as the defendant when charged with the assault made light of it by saying that he had plenty of money, and could only be fined, he hoped his worship would teach him differently, and not impose a fine for such a brutal assault as the defendant had committed.

"Mr. Rosenthal said that he had had a dispute with the defendant, who was a bar keeper at the London Pavilion, respecting a bet. On the previous evening the defendant came up to him in Rupert-street, and said, "Are you not going to settle that bet?" He told the defendant that he had not received the money, and the defendant then spat in his face, and called him a "Jew," and kicked him. After tripping him up the defendant kicked him while he was lying on the ground by the Crown Tavern—some of the kicks being on the mouth, and others about the head. He could not see a policeman, and he believed if some persons had not come to his assistance he would have been killed, as the defendant pinned him by the arms, and kicked him deliberately, he (complainant) having his hands at the time in his loose jacket pockets. At the time he had seven or eight watches in his pocket, and a

quantity of small articles of jewellery, which he was going to show to a customer, and he lost two lockets, and had his breast-pin, which he much valued, broken in two.

"The defendant said all he did was in self-defence. The complainant owed him £5 for eight weeks, and had made several appointments with him to settle it, but had never done so, and never could be found at home."

Three witnesses appear to have fully confirmed the complainant's story.

"Mr. Tyrwhitt said it was quite clear that the defendant had committed a most brutal assault, and he would be sent to prison for twenty-one days with hard labour.

"Mr. Froggatt, of Argyle-street, afterwards applied to the magistrate to impose a fine on the defendant instead of imprisonment, but Mr. Tyrwhitt refused to alter his decision.

"Later in the day Mr. Lewis, of Ely-place, came again to the court to make a second application on behalf of Frederick Landre, and eventually

Mr. Tyrwhitt consented to alter the imprisonment to a fine of £5."

We hope there may be some mistake in this report, or, at any rate, that the course Mr. Tyrwhitt is reported to have taken is not usual on the part of the police magistrates. That a prisoner clearly proved guilty of "a most brutal assault," and justly sentenced to a substantial punishment, should afterwards be allowed to make repeated applications for its remission, and at last (by sheer importunity, as it would seem) succeed in getting it reduced to what is no real punishment at all, seems to us to offer a lamentable encouragement to the lawlessness of well-to-do offenders. And, further, such a course tends greatly to lower the dignity and influence of the tribunal with the public generally. The three most important qualities in criminal sentences are, certainly, uniformity, inflexibility. Any deficiency in these qualities is peculiarly injurious.

THE ANNUAL PROVINCIAL MEETING of the Metropolitan and Provincial Law Association is to be held this year in Manchester, commencing on the 8th October. The committee of the association, in the circular which they have issued, give a very comprehensive list of suggested subjects for papers, which embraces most of the questions at present occupying the minds of lawyers with respect to the administration of the law and the practice and procedure of the tribunals, and in addition several important questions with regard to the substance of the law as distinguished from the details of its administration.

ANOTHER SESSION of Parliament has come to an end without anything being done to remedy the evils of the present jury system. In June a select committee of the House of Commons was appointed to consider and report upon the subject, but they were obliged to report that, in consequence of the late period of the session, they had been unable to complete their inquiry, and their only recommendation was that the committee should be re-appointed next session. They have done good service, however, in printing the very instructive evidence given before them, which relates mainly to the jury system in London and Middlesex.

Most of our readers probably know in outline what the jury system in those districts is. Lists are made out, by the parish officers in Middlesex, and the ward officers in London, of the persons liable to serve on juries. These are handed in to the sheriff's office (the sheriff has no power to look behind them or dispute them), and from them the jury book is made up, each man being entered as grand, special, or common juror, according to his description as it appears in these lists. From the jury book the common-jury panel and the

special juries are struck in the sheriff's office, and by him also the summonses are served. The matter then passes into the hands of the associates of the courts, by whom the jurors are called in Court. Now, of the many hardships of the present system, some arise from defects in the method of taking the juries from the jury book, or of summoning the jurors, and other subsequent proceedings: but it is evident that the root of the whole matter lies in the lists from which the jury book is made. If they be not honest and accurate the result must be gross injustice and extreme hardship. But are they so? Upon this point we strongly recommend our readers to look at the evidence taken before the committee, and to compare it with the results of their own observation and experience. The lists are apparently generally made out by inferior parish officers, headles, and the like, with no real supervision or control. It is nobody's interest to check the list; it is everybody's interest to keep his own name off it, or at any rate to have it on in such a form as to make him liable for whichever kind of jury is least burdensome to attend or easiest to avoid attending. And the headle is often venal, or, at least, conveniently careless. The result, as detailed in the evidence in question, would be very amusing if it were not so really serious. Any man, it seems, can be a special or common juror, whichever he likes best, for it all depends upon the description which he chooses to give of his position in life, and which is never questioned. Accordingly there are 10,000 persons in Middlesex liable to serve as special jurors, while the list contains 1,800 names, of whom 800 have gone away or died. In last November special jurors were being diligently summoned from the sites of the houses which had been previously pulled down in Grosvenor-place, and others in St. John's-wood which had long made way for a railway. Gentlemen's butlers and footmen sit on the grand jury at the Old Bailey in the capacity of coal merchants, for their wives keep huckster's shops. Out of the twenty-four persons to be summoned for one special jury two turned to be dead and four to be unknown at the address given. These are only examples of the whole tenour of the evidence upon this point.

We hope the committee will be re-appointed next session, and that they will complete their labours in time for some action to be taken upon their report. We strongly approve of one piece of advice given by Mr. Pollock, the Associate of the Court of Exchequer, that the committee "should take at least two parishes, and begin with the churchwardens, whose duty it is nominally to make out the lists, but who, being an unpaid officer, has, in practice, nothing to do with it, and should then examine everyone, down to the very officer who delivers the summonses."

WE UNDERSTAND that Mr. Joshua Williams, Q.C., will henceforth practice in Vice-Chancellor Malins' Court.

THE TWO Acts lately passed affecting the Irish Chancery and Common Law Courts, The Court of Chancery (Ireland) Act, and the Courts of Law Officers (Ireland) Act, have the effect of creating several new offices, and of putting an end to several existing ones. The first mentioned Act creates the new office of Vice-Chancellor of Ireland, which, it is understood, falls to the lot of Mr. Chatterton, the Attorney-General. The Offices of Chief Clerks, must, by the terms of the Act, be conferred upon solicitors, examiners, or persons who have held offices under the Court for seven years, the appointments resting with the Master of the Rolls and the Vice-Chancellor respectively, subject to the approval of the Lord Chancellor.

On the other hand, the offices of the Masters in Chancery are abolished, except the Receiving Mastership. The other Masters retire upon full salaries.

The other bill puts in the hands of the Government

the appointment to the offices of Chief and Deputy Officer of the Records; and these offices have been conferred, it is understood, upon Mr. Reilly, hitherto deputy keeper of the Rolls, and upon Mr. Samuel Ferguson, Q.C.

THE DECISION ON THE OVEREND & GURNEY APPEAL.

The result of the judgment delivered in the House of Lords last week upon the Overend & Gurney appeal has been a surprise to but few people, unless we may except such of the shareholders as may have built on the statements and curious constructions of decided cases comprised in the circulars of the Defence Association and the leading articles of one or two financial "organs." For some months the course of decision upon misrepresentation cases in company matters has been fraught with rather evil omens for the appellants in the great case; the shareholders have fought their appeal *a l'outrance* and failed; but, having regard to the unsettled state of the question and the diversity of opinion which has prevailed, even upon the bench, upon the effect of the Companies Acts of 1856 and 1862 on the mutual position of creditors and shareholders, it is impossible to say that the Overend & Gurney shareholders were not justified in fighting the battle out. It is, too, a public advantage to have at length this Creditor v. Shareholder contention settled by the House of Lords. Upon this one point, the right of a creditor under a winding-up against a shareholder who did not raise the misrepresentation defence until after the commencement of the winding-up, all doubt is now removed, but, unfortunately, there still seems to be a difference of judicial opinion as to the absolute effect of the change made by the Act of 1856 and continued by that of 1862.

It is of so much importance that the precise effect and tendency of the decision should be correctly appreciated that we shall be pardoned if we devote a little space to its consideration.

Set out in a few words, the gist of both decisions is this:—The change made in 1856, by which the creditor's remedy by *sci. fa.* against the individual shareholder was exchanged for his present right of being paid out of the assets collected by the official liquidator under a winding-up, has not made misrepresentation a better defence on the part of a shareholder against the claims of a creditor. This is the real point which the decision has made certain, it was sufficient to dispose of the present appeal, and is undoubtedly the most important item in the subject; beyond this the judgments of their Lordships do not place the position of shareholders and creditors in a clearer light than they were in before.

Lord Chelmsford many years ago, when the principle upon which *The Central Railway Company of Venezuela v. Kisch*, 15 W. R. 821, has been lately decided was hardly yet accepted as law, took a view of that question very unfavourable to shareholders, and was for some time disposed to hold that misrepresentation could not be the act of the company so as to entitle a shareholder to rescission of his share contract (we are speaking, of course, of contentions between shareholder and company only). His Lordship subsequently adopted a view more in accordance with that held by other judges, and his judgment in the case last cited was fully as strong as any of the judgments of other law lords in *Burnes v. Pennell*, *National Exchange Company of Glasgow v. Dren*, or any other of the old cases. Upon the present appeal Lord Chelmsford view is very far the most unfavourable one for shareholders. It is very evident, from his lordship's observations, that if *Smith v. The Reese River Silver Mining Company*, 15 W. R. 882, had been before him, his decision would have been against the shareholder who was released by Lord Cairns. "It is true," Lord Chelmsford says, "that he had [at the date of the winding up] filed his bill against the company to be relieved of his shares, but he still held them,

and the winding-up order found him in the position of a person who had agreed to become a member, and whose name was on the register, and who, therefore, exactly answered the description of a contributory contained in the Companies' Act, 1862." With deference to Lord Chelmsford, we believe that this is carrying the right of the creditor too far, and we cannot think that the view thus hinted at would be affirmed by any other member of the House of Lords. Both Lord Cranworth and Lord Chelmsford after commenting on *Henderson v. The Royal British Bank*, 5 W. R. 286, proceed to say that the principle in that case is still applicable under the present Act. Their Lordships' decision now establishes that the creditor under a winding up is, so far as regards the shareholders' plea of fraud, in the same position as the creditor who had sued out his *sci. fa.*, but it is carrying the principle a step farther (and, we think, a step too far) to say that the creditor under a winding-up begun after the shareholder has preferred his case, is entitled to ignore the plea of fraud; it is in fact tantamount to saying that under the Act of 1844 a creditor might, after the shareholder had filed his bill against the company for rescission, have come forward and interfered, a proposition for which there is and could be no authority. Lord Cairns has in the *Reese River Company's case* adopted the opposite view, and we cannot but think that view to have been the correct one. It is certainly to be regretted that upon such a very important point there should be a difference of opinion in the House of Lords. With regard to the observation of Lord Cairns in the last mentioned case—that under the present Act there is no contract between the shareholder and the creditors—Lord Chelmsford, it appears, dissents from that view; it was not, however, necessary to do so in order to arrive at the conclusion that the shareholder cannot raise the defence of the company's fraud against a creditor under a winding up. We think Lord Cairns was right, but the point is a separate one; the latter question depends upon the analogy between the present and former methods of communication between these two parties for the realisation of the debt due to the former. This analogy we have already pointed out,* and need not, therefore, repeat.

There is one question which may very probably be soon raised with regard to one company or another, and which is not disposed of by the present decision; the question how far the defence of variation from the prospectus can be maintained against creditors under a winding-up. Lord Chelmsford plainly would not allow it, on the ground that the shareholder should make himself acquainted with the provisions of the articles of association. Lord Cranworth *tacet*.

With respect to the minor objections which were urged by the appellant's counsel and disposed of by their lordships, it is not necessary for us to offer any remark. With reference to the result of the present decision there can, we think, be but one reasonable opinion. Mr. Mill observed many years ago, in the first volume of his *Political Economy*, that the joint-stock system confers a signal benefit upon the community by enabling the performance of works and the carrying out of undertakings which would have been utterly beyond the reach of private capital and enterprise, and also by facilitating the conduct, on a large scale, of schemes which private resources could, indeed, have supported, but only in miniature. With reference to undertakings of the latter description, Mr. Mill remarked that the businesses of banking and insurance are especially adapted for the aid of the joint-stock principle by reason of the "material guarantee" afforded by a large subscribed capital. Had the Overend & Gurney shareholders succeeded in their appeal this guarantee would have been converted into a very unsubstantial one indeed.

We think, too, that the principle involved must necessarily tend to arouse shareholders and investors from the culpably indolent and incurious frame of mind

* *Supra* p. 876.

which appears to be so rife among them. These, however, are considerations, not for the judge but for the Legislature, and were entitled to form no part of the *ratio decidendi*.

The decision points to a difference of opinion in the House of Lords, which is always a thing to be regretted, and leaves open doubts which may prove very expensive to future litigants; it settles one question, at any rate, of very great importance, and for this the public have to thank the Overend & Gurney Defence Association. We cannot, however, in conclusion, refrain from censuring for the last time the manner in which this association and certain prints have habitually exaggerated the chances of success. The *Money Market Review* has been a persistent offender in this respect. Decisions such as that in *Kisch's case*, which, as we have before said, and as their Lordships now said, had nothing to do with the present contention, were pronounced on as virtually deciding the matter in favour of the shareholders, and in other ways innumerable the prospects of success were persistently and indiscriminately "written up." There is too much reason to fear that many shareholders who could ill-afford it were induced by these representations to come forward with their subscriptions, and are now inveighing bitterly against those who so unkindly misled them. Surely where a want of candour had occasioned the whole contention, it might have been supposed that those who advocated the defence would themselves be candid.

THE OLD SYSTEM AT NISI PRIUS AND THE NEW.

Much has been written lately about the function of the judge in the trial of cases at Nisi Prius, and the extent to which he ought to interfere in the examination of witnesses, and other details of the trial. These discussions have been suggested by one or two recent "scenes," as they are commonly called, *anglice*, quarrels, between judge and advocate; and therefore, not unnaturally, the whole matter has been treated as if it concerned only the idiosyncracies of particular judges or advocates, and as if those idiosyncracies were the sole cause of certain modern practices which most of the writers have united in condemning. If we thought the subject had no other interest than this we should not meddle with it. But in our judgment the matter is one of far wider importance, and deserves to be treated far more comprehensively. The details which have been so much discussed are, in fact, only symptoms of a revolution which has long been in progress in the whole system of conducting trials at Nisi Prius.

The normal system of trying causes at Nisi Prius, as it is described in all the books, and recognised in countless Acts of Parliament and elsewhere, is a complete system, founded on a definite theory, and perfectly harmonious in all its parts. Cases are tried before a double tribunal, a judge and a jury, the one to decide issues of law, the other to decide issues of fact. In questions of law the jury have no right to interfere; with questions of fact the judge has nothing to do, except to keep order in court while the jury are trying them. In determining what issues of fact shall be brought before the jury, the judge has no voice; the parties may, by their pleadings, raise what questions they please, and in what form they please; what they choose to raise the judge cannot keep from the jury, what they have not raised the judge cannot originate. And when the case comes for trial it is for the parties, represented by their counsel, to decide how they shall present their case to the jury who are to try it, what facts shall be told, what witnesses called, and what kept back, what points insisted on and what abandoned. The judge sits in the ring as a mere referee to see that both parties fight fair. It is true that he may have incidentally to decide questions of law as they arise from time to time, and to exercise the power of the Court in granting or refusing applications to his discre-

tion, applications to amend the pleadings, to adjourn the trial, to re-call witnesses, and the like. It is true, too, that, when the case is closed, he will have to recapitulate the evidence to the jury, and, in order that he may do so correctly, he is at liberty to put such questions to the witnesses as seem necessary to him. But otherwise he is as much a stranger to the trial as any spectator in the Court. In harmony with this are two characteristic features of our system of procedure—the cross-examination of witnesses, and our strict rules of evidence. Witnesses are cross-examined, not by the judge, or to satisfy the mind of the judge, but by the hostile counsel from instructions of which the judge knows nothing, and for purposes which the judge may never understand, the object of the whole being to produce an impression on the minds of the jury. So as to our peculiar and strict rules of evidence; their necessity, as every authority states it, arises from this very method. The issues having to be decided by an unskilled tribunal, and the control of the cause being in the hands, not of an impartial judge, but of the parties themselves, it is absolutely necessary to define, with minute accuracy, what they may bring before the jury and what they may not. The judge enforces these rules, but he has no discretion whatever as to what shall be admitted and what shall not.

There can be no question that such is in theory, the mode of trying issues of fact according to the law of England. It is plain that, owing to the constant appeals to him in his judicial capacity to decide points incidentally arising, the judge could never be anything like a cypher in court. And, apart from his strictly official authority, the influence of a wise and able man in such a position both with counsel and jury must, of course, be immense. But we believe that until lately the two fundamental principles, that the jury alone are judges of fact, and that the parties alone have the control and conduct of the cause, were very generally observed. Judges and counsel alike were scrupulous in sifting law from fact, and assigning each to the proper jurisdiction. The judge habitually abstained from taking any part in the case except such as belonged to him as judge of the law, and referee in the contest. And causes were ordinarily tried out in due form, addresses to the jury, examination, cross-examination, summing up, and verdict following one another in the regular and unbroken sequence contemplated by law. And this is an admirable mode of trial; indeed, we believe that in the long run it is the only system by which justice can be done before such a tribunal. The tribunal being one wholly untrained in judicial inquiry, this system provides that the case in court shall be conducted by men who thoroughly know the case behind and know what it is desirable to bring forward and what it is not, and who are chosen for their special skill in presenting facts to the minds of a jury; and thus it secures a thorough investigation of the case. Moreover, it peculiarly guards the dignity of the judge. The judge reigns, but does not rule; he is first in dignity but not first in power; he presides over the inquiry but has no voice in its result. This is a somewhat delicate position when filled by a man of energy, and in the presence of zealous counsel who have nothing but the verdict of the jury in view; and it is obvious that a strict adherence to the order of proceedings, and a strict observance by each party—judge, jury, and counsel—of the province which theoretically belongs to each, is the surest way to avoid any collision or misunderstanding between them.

But this regular and formal mode of trying out cases has one drawback—it is not always the quickest mode. Counsel may waste time by tedious speeches, or needless elaboration of evidence, or vague fishing cross-examination; the judge may often see a short cut over a stile much shorter than the high road, some mode of getting at the facts quicker than the regular one, some way of disposing of the case without trying it out; and the one object in all our Courts now is to save time. They are burdened with

arrears, the judges are pushing a Sisypheus' load up hill. There are, of course, differences between judges. They, like other men, are not all equal in self control, in patience, in temper, in discretion, and some have shown themselves grievously deficient in these qualities. But the main cause of the great change which has taken place is the desire to get through the work as quickly as possible. The result is that, instead of cases being for the most part tried out in all form, like a game of chess, as they once were in England, and as they still generally are in Ireland, it is not one case in ten that is tried at all; they are forced to a compromise, or a reference, or something to drive them out of Court. If a case is tried, it is commonly tried in a rough and ready fashion; the one object is to get the two stories known and the facts on the judge's notes as fast as possible, regularly—irregularly—anyhow. As for the solemn order of procedure, the sifting of law from fact, and distinguishing the functions of the judge, jury, and counsel in the old-fashioned way, there is no time for all that. Cross-examination, which, to be of any real use, must be slow, cautious, tentative, must win, if at all, not by assault, but by the patient and covert labour of the engineer, and must therefore occupy time, is being practically abandoned.

No one familiar with Nisi Prius trials will think that we have exaggerated the change which has taken place and is still going on in the conduct of business.

We believe this to be a most serious evil, for we hold that cases before a judge and jury can only be fairly tried in the old strict fashion, all parties adhering to their several functions. But we are not much inclined to blame judges or counsel for the pass that things have come to; they have only acted on the belief that it is better to settle many cases somehow than a few cases well. The remedy must come from the Legislature. In the first place, whether by adding to the number of judges, or by redistributing their work, or both, more judges for Nisi Prius must be provided. In the second place, trial before a jury is by far the slowest of all possible modes of trial, and is by no means in all cases the most suitable. It would be an enormous saving of time, and in the opinion of many a great improvement also in the administration of justice, if many cases now tried before judge and jury were tried before a judge alone. Instead of, as now, trial by jury being in all cases the rule, with only a power to try before a judge by consent, it may well be questioned whether, in many large classes of cases, the trial should not be before a judge, unless either party specially applied for a jury. This system works admirably in the Divorce Court, and in the county courts. At any rate it would be a less evil to change the tribunal at once, than, as at present, to retain the tribunal and abandon the procedure which can alone make that tribunal a safe one.

THE INCLOSURE OF COMMONS.—III.

In our two previous articles on this subject we have been considering the question of inclosure without reference to forestal rights; but, as shown by Mr. Cole, where the Crown still possesses these rights, they may easily be made available to protect commons and open spaces for the benefit of the public. The lords of manors in former days were always liable to have their woodlands afforested by the king, "for his princely delight and pleasure," and till the time of Henry III. this power was largely exercised. It is scarcely necessary to refer to history to prove how oppressive this power was, and how bitterly its exercise was resented, because it is almost impossible to conceive how it could have been otherwise. The ownership of lands so afforested continued with their former possessors, subject to the rights of the Crown; but these rights were many, and to infringe them was severely punishable. Thus to cut down woods or coverts without royal licence was punishable as waste of forest; to convert any part of it into arable

land was an offence known by the name of assart of forest; and to build or inclose within it was an offence called perpresture, from the French "pourpris," an inclosure. These forestal rights of the Crown still exist in the extensive forest of Waltham, and doubtless also in other forests near large towns. In many instances they have been parted with over large areas for their trifling pecuniary value, but a stop should be put to this proceeding as soon as it is shown that they may be indirectly of great intrinsic value to the public; and surely it would not be difficult so to exercise them as to preserve to us many of our wildest and most beautiful solitudes, spite of both lords and commoners.

Lastly, we have to consider what right, if any, the public has to wander over commons for health and recreation. It will not be disputed that from time immemorial commons have been used for these purposes, nor that it is very desirable in many cases that they should continue to be so used; but it must be remembered on the other hand that even a commoner has in strict law no right to go upon the common, except to put his beasts there, or to see if there be feed enough for them. Is then a man who avails himself of his immemorial privilege of wandering at will over a common liable to an action of trespass for so doing? The answer is given by Chief Justice Abbott in *Blundell v. Catterall*, 5 B. & Ald. 315, where he says, "Many of those persons who reside in the vicinity of wastes and commons walk or ride on horseback in all directions over them for their health and recreation, and sometimes even in carriages deviate from the public paths into those parts which may be so traversed in safety. In the neighbourhood of some frequented watering places this practice prevails to a very great extent, yet no one ever thought that any right existed in favour of this enjoyment, or that any justification could be pleaded to an action at the suit of the owner of the soil." Mr. Maitlow argues that Chief Justice Abbott was merely speaking of a common law right, and that his words do not affect a claim by user. But a right that is claimed by custom must be reasonable; the lord of the manor is by law owner of the soil, and a custom for the people to go there *ad libitum* would clearly be unreasonable, "for no man can be considered to have a right of property worth holding in a soil over which the whole world has the privilege to walk and disport itself at pleasure" (per Lord St. Leonards in *Dyce v. Lady James Hay*, 1 McQ. H. L. Cas. 305); and, besides, "customs must in their nature be confined to individuals of a particular description, and what is common to all mankind can never be claimed as a custom" (per Buller, J., in *Fitch v. Rawlings*, 2 H. & Bl. 393); and again, "a custom cannot be alleged generally within the kingdom of England, because that is the common law" (Co. Litt. 110 b). It is true that in *Sanderson v. Lees*, 22 Sess. Cas. 24 (*The Musseburgh Links case*) it was held that the magistrates of a borough, in whom were vested its lands, might so act as to dedicate to the public certain parts of it for exercise and recreation; and Lord Moncrieff says, in *Harvie v. Rodgers*, 4 Murr. Jur. Rep. 25, that "a *servitus spatii* over open ground which has in some manner been devoted to public use is intelligible and known to the law." But there is no analogy between the relative positions of the governing body of a corporate town to the bulk of its own population, and that of the lord of a manor to the public; and a village green, though it may be difficult to draw the line with extreme accuracy, is a different thing from the waste of a manor. A custom resting on immemorial user was held sufficient in *Abbott v. Weekly*, Levinz, 176, to prove a dedication by the owner of his close for the inhabitants of a village to dance in, "*et spoil son grass*;" but a similar custom averring the right to be in all the persons for the time being in the parish was held as clearly bad, and that not as a matter of pleading only, but of substance. Mr. Maitlow's conclusion is that the open user

of commons as of right by the public from time immemorial raises a presumptive inference of dedication requiring to be rebutted, and he argues his case with much ingenuity. The conclusion of the essayists, however, must be looked on as to some extent those of advocates, for they knew that the object of asking for their essays was to establish the rights of the public. The true conclusion seems to us to be fairly stated in the second report of the Open Spaces Committee, 1865, who certainly take no unfavourable view of the rights of the public; they say, "The rights of the public at large are vague and unsatisfactory, for whilst it is generally acknowledged that a right may exist to traverse any of these spaces at will in all directions, and that no action of trespass would lie for so traversing, and even that a *servitus spatii* over open ground which has in some measure been devoted to public use is also intelligible and known to the law; yet the legal authorities appear most unwilling to admit any general public right to exercise and recreation upon any of these spaces, although such right may from time immemorial have been enjoyed, contending that it must be limited to some certain defined body of persons, as the inhabitants of a particular parish or the tenants of a particular manor."

It may be that the law as it exists on this subject rests on unsubstantial foundations; but we are convinced it is on the whole against the claim set up on the part of the public. That the inhabitants of large towns have a moral right to use these open spaces for recreation, and that in the best interest of the community it is desirable that they should do so, is tolerably evident. The lord never did, and the intent of the original grant never was that he should, hold the whole of the manor in his own hands; it was his for the purpose of giving him jurisdiction within the manor, but it was not till later times that the doctrine of his having a *dominium* in the soil, subject only to a profit *à prendre*, was fully established. In recent days it has for the first time been seen how entirely this doctrine may be opposed to the interests of the public; and whatever the dicta of the judges may be, uttered under different circumstances from the present, it is for the Legislature to deal with the modern difficulty for the benefit of the nation at large. The lord could not well avail himself of the old methods of inclosure, and it was *ex mera gratia* of the Legislature, acting for the community at large, that he acquired a purely contingent benefit, viz., the possibility of turning his barren waste into a valuable property through the medium of a private Act. But what the Legislature gave to promote the public good it may resume with the same object; nor can the lord complain of harsh treatment in being deprived of his contingent benefit, for the Legislature has already conferred a boon on him by allowing him to retain his manor as before, though the onerous knight's service by which he held it has been abolished. We think that the Statute of Merton should be repealed, as recommended by the Open Spaces Committee, and there would then be an end not only of inclosure under it, but also of inclosures under colour of it. No inclosures should henceforth take place without the sanction of Parliament; and where inclosures are made, as they beneficially may be in agricultural districts, both lords and commoners should be compensated, and we may well trust the Inclosure Commissioners to see that this is fairly done. The valuable provisions of the Metropolitan Commons Act, 1866, should also, we think, be extended to the neighbourhood of other large towns besides London; or, at all events, the power given to the commissioners under the General Inclosure Act of 1845, requiring the allotment of recreation grounds, should be extended so as to include far larger spaces.

The subject we have been treating of is a wide and a difficult one; to those who take an interest in it we may safely recommend the perusal of Mr. Peck's essays. The writers differ more or less both in their views of what

the law is and what it might be; but there is not one of them whose work does not contain valuable and suggestive information.

RECENT DECISIONS.

EQUITY.

NOTICE OF ALLOTMENT OF SHARES TO APPLICANT NECESSARY TO CREATE A BINDING CONTRACT.

Hebb's case, M. R., 15 W. R. 754, 4 L. R. Eq. 9; *Pellatt's case*, 15 W. R. 726, 2 L. R. Ch. 527.

We should have left the decision in *Hebb's case*, to the above effect unnoticed, as only an example of the elementary principle in the law of contracts, that, to constitute an agreement, the parties must be, to each other's knowledge, at one, if some doubts had not been raised by some previous decisions as to the application of that principle under similar circumstances. Thus, *Bloxam's case*, 12 W. R. 995, 4 N. R. 7, 416, in which the Lords Justices affirmed the decision of the Master of the Rolls, was certainly supposed to be an authority that notice of allotment was not necessary. In *Best's case*, 13 W. R. 632, the Master of the Rolls even held that registration was a sufficient allotment to make the contract binding, and although this was overruled on appeal (*ib.* 762), the Lords Justices considering that allotment, according to the technical meaning acquired by that word, was necessary, they certainly appear to have been of opinion that it was sufficient,* and it is not quite clear from *Pellatt's case* whether Lord Justice Turner did not then still adhere to that opinion. However, it being so obviously desirable that contracts between an individual and a company should be interpreted in the same way as those between individuals, and persons dealing with companies being already beset with dangers enough, we may probably consider the law to be as stated by Lord Cairns, that where an individual applies for shares in a company, there being no obligation to let him have any, there must be a response by the company, otherwise there is no contract. The exception here must be noticed, as of course there may be, and often is, a binding agreement to allot and accept shares, and the allotment will then only convert the agreement from an executory into an executed one, and resemble a conveyance after an agreement for purchase and sale of land. Lord Cairns evidently considers that *Bloxam's case* came within this exception, but it seems difficult to construe the conversation in that case, in which it was stipulated that the deposit should be returned if shares were not issued in a few days, as an agreement to allot shares. It is, perhaps, worth noticing that *Dunlop v. Higgins*, 1 Ho. Lds. Cas. 381, referred to in *Hebb's case* as an exception to the rule that not only acceptance of terms but a communication of that acceptance is essential to make a concluded contract, depended on some considerations of a special nature, and must be treated as one of the exceptions which prove the rule. That case decided that an offer by A. to sell goods to B. was binding on B. posting the letter of acceptance, so that the letter, from some delays in the post-office, not arriving in regular course of post, A. was nevertheless not justified in reselling the goods, and the reason of the decision is manifest, for it would be otherwise impossible for mercantile engagements to be made safely by letter. But, although for this reason there is no *locus penitentiae* for A. after B. has done all in his power to notify his acceptance, the contract as against B. is not concluded until the receipt by A. of the letter containing such acceptance; and, therefore, as was held in *Dunmore v. Alexander*, 9 Sh. & D. 190, B. may withdraw the same if he can communicate his change of mind to A. at or before the arrival of the letter.

* See further on the effect of *Bloxam's case* and *Best's case*; 10 Sol. Jour. p. 1113.

COMMON LAW.

Reynolds v. Bowley, 15 W. R., Ex. Ch., 813.

The decision in this case is of considerable importance, as it overrules in effect several cases decided upon the construction of what is commonly called the order and disposition clause in the Bankruptcy Acts.

The report of this case in the Court below illustrates very well the way in which precedent and authority is followed in the administration of our law. Although all the judges who took part in that decision agreed in condemning the principle upon which the authorities which were held to govern that case were based, they yet all agreed that those authorities must be followed. The decision was given upon a special case, which stated that the plaintiff was a dormant partner with her brother in carrying on the business of a farm. The interest of the two partners in the stock, profits, &c., were equal, but all the business was transacted in the name of the brother alone. He was adjudicated bankrupt, and his assignees sold all stock, &c., upon the farm and received the price, and the plaintiff claimed from them half the amount so received as being her share in the property. The assignees contended they were entitled to hold the whole amount on the ground that the plaintiff's share in the goods was in the "possession, order, or disposition of the bankrupt, by the consent and permission of the true owner," within the meaning of the 125th section of the Bankruptcy Law Consolidation Act, 1849, and that, therefore, the plaintiff had no right to receive the money claimed. All the judges in the Queen's Bench who took part in the judgment concurred in holding that the plaintiff was not entitled to recover; they at the same time all said that they decided the case simply upon authority, and not upon what would be their construction of the section if they were unfettered by decided cases. It would seem far more reasonable to have held, in the words of Lush, J., that "one of the necessary conditions, in order to bring a case within the section, would be that the true owner of the goods, as distinguished from the apparent owner, should have power to dissent from the possession of the apparent owner, and to resume possession of the goods himself, and that it could not apply to the case of a person who held the goods in his own right, and who could not be deprived of the possession by the other owner." The Court, however, felt unable to apply this reasonable construction to the section, and felt bound to decide the case contrary to what they considered to be the most correct view of the law. Naturally enough, after such an expression of opinion by the judges, the plaintiff appealed to the Exchequer Chamber, and there, as might have been expected, the judgment of the Court of Queen's Bench was overruled. Kelly, C.B., commenced his judgment by remarking that "we are invited by the emphatic language used by the Lord Chief Justice, in giving judgment in the court below, to reconsider the decisions which bear upon this very important subject, and to examine the case upon the true construction of the words of the section." After examining the section, and the cases decided upon it, the Court came to the conclusion that in the case of a partnership perfectly honest and bona fide, but where one partner is a dormant partner, and the goods, the property of the co-partnership, are in one sense in the possession of the ostensible partner, those goods do not, in the event of the ostensible partner becoming bankrupt, pass to his assignees as being "in his possession, order, or disposition, by the consent and permission of the true owner thereof." The grounds of the judgment are clearly stated. Kelly, C.B., says, "The words of the section require that the goods should belong to one person only, and that he should allow another to appear as the true owner. In the case before us the bankrupt was quite as much the true owner of the goods as the plaintiff was, and had possession of them, not by consent of the plaintiff, but in his own right, and by virtue of the contract between them which vested in him an

ownership co-extensive in its nature with that which the plaintiff herself enjoyed." Byles, Keating, and Smith, JJ., concurred in this judgment and upon the grounds stated by Kelly, C.B. Willes, J., and Bramwell, B., agreed that the judgment should be reserved but without considering the case in the same way as the other judges. They held that *Reynolds v. Bowley* was distinguishable from the authorities cited by the defendants, and thought that without overruling any case upon the subject they might come to the conclusion that this case did not fall within any of the decisions upon the reputed ownership clause. Willes, J., and Bramwell, B., did not expressly dissent from the opinions expressed by Kelly, C.B., and, therefore, it is probable that his judgment will for the future be considered to be a conclusive authority upon this point. This is so the more especially as the view of Kelly, C.B., seems to accord with that expressed by the judges of the Queen's Bench, although their respect for decided cases prevented them from giving it effect.

Meyer v. Harding, 15 W. R., B. C., 816.

The statute 20 & 21 Vict. c. 43, provides a particular method by which an appeal may be made to one of the superior courts of common law from the decision of justices of the peace. The second section provides that either party to a proceeding before justices may in certain cases apply to such justices "to state and sign a case . . . for the opinion thereon of one of the superior courts, to be named by the party applying; and such party . . . shall within three days after receiving such case, transmit the same to the court named in his application." The express words of this section therefore require that the case shall be transmitted within three days after it is received by the party appealing. It had already been decided before this case that the parties could not by their own acts or by any agreement dispense with the necessity of transmitting the case within the specified time. That is, although there might be an agreement between the appellant and respondent that the appellant should have more than three days to transmit his case, the Court would not hear it if it had been transmitted after the time mentioned in this section. It had been also decided that when the last of the three days was a Sunday, the appellant must transmit his case on the Friday or Saturday, as Monday, being the fourth day, would be too late, although, in consequence of Sunday being a *dies non*, there would, in such a case, be only two available days instead of three. In consequence of these decisions it became customary to say that the transmitting of a case within the three days was a "condition precedent," and that unless it were strictly performed the Court had no jurisdiction to hear the case. If this were a condition precedent in the strict and proper sense of the term, then it would follow that it must be performed in any event to give jurisdiction to the Court, and if it were impossible of performance, then the appeal could not be made. Whether the transmission of the case within the three days was strictly a condition precedent was the question which had to be decided in *Meyer v. Harding*. The facts were as simple as possible. The appellant received the case on Good Friday last and transmitted it to the proper court on the following Wednesday. The offices of the court were shut on Good Friday, and were not opened until the following Wednesday morning. The case, therefore, was not transmitted within three days, but was transmitted as early as it was possible to do so. The question was, could the Court hear the case under these circumstances? It was held that the case was transmitted in time, and the Court could, therefore, hear it. The authority of the cases already decided on this part of the section, and to which we have referred, is not shaken in the slightest degree by *Meyer v. Harding*. This case only decides in effect that the transmission of the case within three days is not a condition precedent in the proper sense of the term. Mellor, J., in his judgment says, "as re-

gards the conduct of the parties themselves it is a condition precedent. But this term is used rather loosely. I think it cannot be considered strictly a condition precedent where it is impossible of performance in consequence of the offices of the court being closed and there being no one to receive the case." Unless this term condition precedent had been used "rather loosely" it would hardly have occurred to anyone seriously to argue that if a case were sent to an appellant on a Good Friday he was to be deprived of his right of appeal. The fact is it was *not* a condition precedent that a case should be transmitted within three days, but the careless and inaccurate use of this expression caused a confusion of ideas as too often happen in such cases, and because it was called a condition precedent, it came not unnaturally to be sometimes considered a condition precedent. This serves to show what is well worth remembering in these days of law reform, that one of the great evils of our law is that we are entirely without accurate language to cloth those ideas which have so often to be expressed in writing or speaking upon legal subjects. Not only are we often absolutely in want of legal terms and definitions, but those in most frequent use are so constantly employed in several senses that without a paraphrase it is often impossible to understand them. The words "warranty," "condition," "agreement or contract," "privileged communication," "negligence and gross negligence," are instances of what we mean. These words or expressions do not convey each of them one single clear idea, but may, according to circumstances, convey any one of several ideas. Nothing is more destructive to clearness of thought than a want of clearness of expression, and precise and accurate language is for this reason essential for the intelligible enunciation of any law, and especially of English law, which is full of fine distinctions, and which can only be properly expressed by the employment of the most careful and exact phraseology.

COURTS.

HOUSE OF LORDS.

Aug. 19.—*Shedden and Another v. The Attorney-General and Others*.—In this case two petitions of the appellants came before the appeal committee. The first was a petition that certain letters might be produced for the inspection of the petitioners and their solicitor by the agent for the respondents. The second petition prayed that they, and their solicitors, and other persons might inspect (if necessary) during the recess, the documents impounded in their lordships' house for the purposes of justice, and that certain amendments might be ordered to be made in the appendix of the respondents.

Their LORDSHIPS decided, as to the first petition, that the documents now required by the appellants could, by a former order of their Lordships' house, be produced before any court of law at the proper time; and, therefore, that it was not necessary that they should be inspected beforehand; and that all documents now applied for should be produced at the hearing of the appeal.

Aug. 21.—*Shedden and Another v. The Attorney-General and Others*.—The second of the above-mentioned petitions came before the committee to-day, and their Lordships granted the petition subject to certain conditions.

YORKSHIRE SUMMER ASSIZES.

LEIDS.

CROWN COURT.

(Before Mr. Justice LUSH.)

Aug. 19 and 20.—John Micklethwaite, attorney, and Frederick Watts, his clerk, were indicted for conspiracy to defraud, and for obtaining money under false pretences.

Hannay and Barker conducted the prosecution; *Seymour, Q.C.*, and *Blackburn*, defended Micklethwaite; and *Campbell Foster* appeared for Watts, who pleaded guilty.

Hannay said the two defendants were charged on the first eleven counts of the indictment with a conspiracy to defraud, by obtaining money from the treasurer of the West Riding. On the other counts they were charged with having

obtained various sums by false pretences. He said there was no doubt the case disclosed on the part of some one a system of fraud and false pretence which was perfectly startling in these days. The question would be whether Micklethwaite was a party to it. He was an attorney practising at the West Riding Sessions, and the defendant Watts was his clerk, both of whom were entitled by the practice at the sessions to receive the costs of prosecutions out of the treasury of the Riding to pay to the witnesses in the prosecutions, and it had been represented to the taxing officer that certain entirely fictitious witnesses not engaged in the cases at all had been witnesses in the respective trials, by means of which large sums of money had been obtained. Micklethwaite was in the habit of attending the sessions. The custom at the sessions with regard to the preparation of indictments was for the attorney who had the management of the prosecution to go with his witnesses and the magistrates' certificate to the clerk of the indictments, to whom he stated what was in the case of which he had charge, and furnished the names of his witnesses. From the information thus given the clerk of the indictments prepared the indictments, and one of his clerks wrote upon the back the names and number of the witnesses, for the information of the grand jury. From the indictment-office the bill passed under the charge of a policeman to the grand jury room, where an officer was stationed whose duty it was to ascertain the number of witnesses who go before the jury. He kept a calendar in his hand and marked off the number of witnesses. From the grand jury room the bill was handed down to the Court. The bill there remained with the Clerk of the Peace until the case was called on. It would appear that for some time past additional names had been put upon the backs of the indictments. By that means, when an attorney or his clerk attended the taxing-officer they were able to represent that there was a certain number of witnesses more than were really engaged in the case. It happened that at the May sessions that the discovery was made which ultimately led to the present prosecution. There was a prosecution against a woman named Ann Billah, against whom there were five witnesses. Micklethwaite was the attorney for the prosecution. The Clerk of the Peace was the person entrusted with the charge of signing orders of costs when they were made out, and when that was done the costs were taxed by the Clerk or the Deputy-Clerk of the Peace. Mr. Ince was taxing costs on the 22nd May, when Watts went to him to tax the costs in the case of the prisoner Billah. Mr. Ince saw upon the back of the indictment the name of James Smith, and he was struck with the circumstance, as he knew that Smith had not been bound over by the magistrates. Watts replied that it was true that Smith was not bound over, but it was because he was at the time in Aberdeen, and he had to subpoena him. His travelling expenses amounted to £19s., attendance £1, and the service of subpoena 11s. Mr. Ince allowed these sums, which made in all £26 10s., the costs in the whole case amounting to £12 9s. 6d. Watts thereupon carried it to the Clerk of the Peace, who signed it, and it was handed to Micklethwaite, who obtained the money. The conversation was overheard by the policeman who was on duty in the court as usher. He knew that there was no such witness as Smith, and he communicated the circumstance to his superintendent, who immediately communicated with the Clerk of the Peace. Micklethwaite was made acquainted with what had taken place, and he thereupon wrote the following letter:—

"23rd May, 1867.

"Sir,—Having this morning received an intimation that something was wrong respecting a bill taxed by my clerk at Rotherham yesterday, I have made inquiries respecting the same, and I find that my clerk had inserted in the order the name of a witness from Aberdeen, and that he got certain expenses allowed for that witness. I am extremely sorry that such a thing should have occurred, and I am willing to refund whatever money was received on account of such an order. After my clerk had taxed the bill, and you had signed it, he handed it to me; and as it was late in the afternoon, and as I had had a great deal of business during the day, and was wishful to get home, I took the bill to the treasurer without even looking at it, and received the money. I left Sheffield this morning before balancing up my accounts for the Rotherham sessions, and consequently did not find out that I had received more money than I was entitled to until I spoke to my clerk

(about five minutes before leaving) about it, and he then acknowledged to me that he had got allowed for the witness. I may also add that I cannot see what object my clerk had in inserting the name of an extra witness, because he did not derive any benefit from it, having handed the bill over to me, and I received the money. My clerk has been in my service nearly four years, and I never found that he had attempted to do anything that was wrong. I have always found his accounts to be straightforward, and I have never yet discovered that he has wronged me of one halfpenny. I am quite willing to give you any explanation personally on this matter.

I am, Sir, yours most obediently,

JOHN MICKLETHWAITE.

A search was made through the records of the quarter sessions, and thereupon it became manifest that this was only one of a series of frauds which had been going on for some time past, in which the treasurer for the Riding had been defrauded to a very considerable amount, by means similar to those used in the case detailed. And accordingly this prosecution was instituted by the authorities of the West Riding.

Mr. Arthur Thomas, the clerk of indictments, Mr. John Cliff and Mr. H. Thomas, his clerks, and Mr. William Weatherill, inspector of the West Riding Constabulary, and others were called for the prosecution. The last named witness said, on cross-examination, that Watts generally attended to Micklethwaite's prosecutions in getting out the bills of indictment, and attending the taxing officer. Micklethwaite attended principally to defences. He knew that Watts had led a very fast life, but he had never known anything of the kind of Micklethwaite, whom he had known for four or five years. Watts, who was Micklethwaite's brother-in-law, absconded the day that Micklethwaite's letter was written. Micklethwaite offered every information in his power in order to trace Watts. The warrant was not issued for Micklethwaite's apprehension until a month afterwards, and in the interval he had attended to his business at Sheffield. Micklethwaite was very respectable, and his father had been a member of the West Riding bar.

The case for the prosecution being concluded, Mr. Seymour proposed to call Watts as a witness in Micklethwaite's favour, to which Mr. Hannay said he offered no objection. His Lordship thought Watts was admissible.

Frederick Watts was then examined by Mr. Seymour. He said that he had been clerk to Micklethwaite for four years. Micklethwaite had considerable practice in both prosecutions and defences. As a rule Micklethwaite had at each session six or seven defences, independent of prosecutions, and he attended to them personally. To the best of his knowledge he (Watts) got all the indictments at the Doncaster sessions, and he taxed the costs in every case. He also taxed all the costs at the Wakefield sessions, and some of the costs at the Rotherham sessions. He could not say when he first commenced appropriating taxed costs, but he began almost at first when he went into Micklethwaite's service. He got Micklethwaite to put the names upon the bills, in order that if a warrant were issued Micklethwaite would be apprehended and he escape himself.

Seymour.—How did you get Mr. Micklethwaite's name?

Watts.—I asked him to put the names on the bills.

The JUDGE.—How long have you been in the habit of asking him to put the names on?

Watts.—From the commencement of my putting fictitious names on.

Seymour.—In any of these cases was Mr. Micklethwaite at all aware of or did he suggest the names of persons put on the backs of the bills?

Watts.—Never; it was entirely my own act.

Seymour.—Did you get the money from the Taxing-officer.

Watts.—Yes.

Seymour.—And when you received money on the false suggestion that a witness had come from Glasgow, or from a greater distance, in order that you might get a larger amount, what did you do with it?

Watts.—I used to spend it.

Seymour.—Did any portion of that money to go into Mr. Micklethwaite's pocket?

Watts.—Never in any single case.

Seymour.—In Billah's case there is a person named James Smith put down as from Aberdeen—did you get his name put on the back of the indictment?

Watts.—I got it put on by Mr. Micklethwaite.

Seymour.—Did you say anything to him as to where the witness had come from?

Watts replied in the negative, and continued by saying that Mr. Micklethwaite asked him about the case at Rotherham in a very cool and severe manner, and insisted on his going with him over to Bradford to see the clerk of arraigns in order that the affair might be investigated. He accompanied him as requested, but when at Bradford he escaped from him, walked six miles to a junction at Laisterdyke, where he took train for London. Thence he went to Paris, but he was very uneasy there, and returned to London twice, as he thought that everybody he saw was going to apprehend him.

Seymour.—Who kept the balances over the proper allowances?

Watts.—I kept them.

Seymour.—Mr. Micklethwaite was entirely dependent upon you as to the witnesses?

Watts.—Yes.

Seymour.—And you did this entirely without any suggestion of Mr. Micklethwaite or his knowledge in the slightest degree whatever.

Watts.—Yes.

Seymour.—Has he ever received a farthing from you?

Watts.—Not a farthing—he never received any benefit in any way whatever.

Cross-examined by Hannay.—How long have you been thinking of what you were to say to-day?

Watts.—Since I saw the depositions on Friday. I just looked them through, and I knew that I had nothing but truth to speak.

Hannay.—What were you before you became Mr. Micklethwaite's clerk?

Watts.—A butcher.

Hannay.—Have you any notion of the number of cases in which you have defrauded the authorities?

Watts.—Not the slightest notion.

Hannay.—And you have been telling lies all the time?

Watts.—Telling lies continually.

Re-examined by Seymour.—Had you any communication with Mr. Micklethwaite before you gave yourself up?

Watts.—No.

Seymour.—Then, so far as he was concerned, he knew nothing about it?

Watts.—He was entirely ignorant.

At the conclusion of the examination of Watts, a number of gentlemen of position in Sheffield were called, and they gave Mr. Micklethwaite a high character for probity.

Seymour addressed the jury for the defence. He warmly repudiated the charges laid against his client, contending that there was no proof whatever that he had ever appropriated a single farthing of the public money, and pointed, in support, to the confession Watts, who entirely exonerated Mr. Micklethwaite from any complicity in the frauds which he himself had committed.

Hannay having replied on the whole case,

The learned Judge summed-up, and the jury found a verdict of Not Guilty.

Micklethwaite was immediately discharged from custody. Watts was sentenced to eighteen months' imprisonment with hard labour.

GENERAL CORRESPONDENCE.

EVIDENCE OF PARTIES IN DIVORCE SUITS.

Sir,—A daily paper of considerable influence, in an article on Mrs. Yelverton's case, asks the question, "Why should a paramour be a good witness for or against an alleged adulteress with him, but a bad witness for or against his own wife who seeks to divorce him?" The writer of the article is apparently pointing out what he considers existing anomalies in our law, and, therefore, I presume, he is under the impression that the state of things indicated by his question does exist. I observe also that a legal contemporary, referring to the article, quotes the question without comment, thus leaving it to be supposed that the writer of the notice subscribes to the justice as well as the accuracy of the remarks.

It is scarcely, I presume, necessary to say that it is an error to suppose that a paramour as co-respondent is either competent or compellable to give evidence for or against an alleged adulteress with him; being a party to

the suit he is like the husband and wife, incompetent to give evidence in any suit "instituted by reason of adultery." The only way in which his evidence could be obtained was by dismissing him from the suit, when, of course, he ceased to be a "party." It was urged that this might properly be done when it became apparent that he had not committed the adultery alleged in the petition, and an act of 22 & 23 Vict. provided that co-respondents, on its appearing that there was no foundation for the charge against them, might be dismissed from the suit.

The only way in which a paramour with an alleged adultery may now be examined is where, in a suit against the husband on the ground of adultery, he counter-charges adultery against the wife, and alleges her criminality with certain persons; these persons are then competent witnesses, as they do not fall within the designation of "parties."

OBSERVER.

APPOINTMENTS.

The Right Hon. SIR ROBERT JOSEPH PHILLIMORE, Knt., D.C.L., to be Judge of the High Court of Admiralty of England, in the room of the Right Hon. Stephen Lushington, D.C.L., resigned.

Mr. EDMUND ATKINSON GRUNDY, to be Registrar of the County Court at Bury, Lancashire.

The Lord Chief Justice of the Common Pleas has appointed Mr. GEORGE HENRY BROOKS, of No. 7, Godliman-street, and 12, Great Knight-riders-street, Doctors'-commons, a Perpetual Commissioner for Taking the Acknowledgements of Deeds by Married Women for the City of London and County of Middlesex, and also in and for the City and Liberties of Westminster.

The Lord Chief Justice of the Common Pleas has appointed ROBERT JOHN CHILDS, of Old Jewry-chambers, gentleman, to be one of the Perpetual Commissioners for Taking the Acknowledgments of Deeds to be Executed by Married Women, in and for the City of London, and for the County of Middlesex, and for the City and Liberties of Westminster.

The Lord Chief Justice of the Common Pleas has appointed GEORGE STEVENSON, of Leicester, Gentleman, to be one of the Perpetual Commissioners for Taking the Acknowledgments of Deeds to be Executed by Married Women, in and for the County of Leicester.

The Lord Chief Justice of the Court of Common Pleas has appointed Mr. CHARLES EDWARDS FREEMAN, Gutter-lane, Cheapside, a Commissioner for Taking the Acknowledgments of Deeds by Married Women for the City of London, the County of Middlesex, and the Liberty of Westminster.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Aug. 17.—The Commons amendments to the following bills were agreed to; viz:—Agricultural Gangs, County Courts Act Amendment, Consecration of Churches and Churchyards, and Traffic Regulation (Metropolis) Bills.

The following bills were read a third time and passed, viz:—Expiring Laws Continuance, Consolidated Fund (Appropriation), Companies Act (1862) Amendment, and Investment of Trust Funds Bills.

The undermentioned bills passed through committee, and were ordered for a third reading on Monday, viz:—Courts of Referees, Hours of Labour Regulation, Church Temporalities Orders (Ireland) Validation, &c., Fortifications (Provision for Expenses, (No. 2), Railway Companies (Ireland), Advances, and Quinagh and Parsonstown Drainage Bills.

Aug. 19.—The Commons' amendments to the Consecration and Ordination Fees Bill were considered and agreed to.

The Courts of Referees Bill, the Hours of Labour Regulation Bill, the Church Temporalities Orders (Ireland) Validation, &c., Bill, the Railway Companies (Ireland) Advances Bill, and the Quinagh and Parsonstown Drainage Bill were read a third time and passed.

The Commons' amendments to the Royal Military Canal Bill were agreed to.

Aug. 20.—The Royal assent was given by commission to the following bills:—Consolidated Fund; District Lunatic Asylum Officers; Barrack-lane, Windsor (Rights of Way); Industrial and Provident Societies; Poor Law Board; Canongate Annuity Tax (Edinburgh); Guarantee of Government Officers; Dogs Regulation (Ireland) Act (1865) Amendment; Sewage; Admiralty Court (Ireland); Justices of the Peace Disqualification Removal; Army Reserve; Militia Reserve; Public Works (Ireland); Naval Stores (No. 2); Local Government Supplemental (No. 6); Courts of Law Fees, &c.; Turnpike Acts Continuance; Merchant Shipping; Contagious Diseases (Animals); Railway Companies (Scotland); Railway Companies; War Department Stores; Agricultural Gangs; Companies Act (1862) Amendment; Investment of Trust Funds; Consecration of Churches and Churchyards; Traffic Regulation (Metropolis); Consecration and Ordination Fees, &c.; Court of Referees; Church Temporalities Orders (Ireland) Validation, &c.; Railway Companies (Ireland) Advances; Quinagh and Parsonstown Drainage; Royal Military Canal; Master and Servant; County Courts Act Amendment; Expiring Laws Continuance; Policies of Assurance; Courts of Law Officers (Ireland); Great Eastern Railway (Finance); London, Chatham, and Dover Railway Arrangements.

Aug. 21.—The Royal Assent was given by commission to the Fortification Provisions for Expenses (No. 2) Bill; Hours of Labour Regulation Bill, and Skipton Grammar School Bill.

And Parliament was then prorogued by commission.

The Royal commissioners were:—The Lord Chancellor, the Duke of Richmond, the Duke of Beaufort, Earl Bradford (Lord Chamberlain), and the Earl of Devon.

HOUSE OF COMMONS.

POLICIES OF ASSURANCE BILL.

Aug. 19.—On consideration of the Lords' reasons for disagreeing to certain of the Commons' amendments, it was resolved not to insist upon the amendments.

MASTERS AND SERVANTS BILL.

The Lords' amendments to this bill were agreed to.

Aug. 20, 21.—On these days the Commons attended in the House of Lords to hear the Royal assent given to various bills which had passed both Houses of Parliament, and to hear the prorogation of parliament.

THE MARRIAGE LAW.—Our judges still maintain that a man has a right to lock his wife up, if he fears she will run away from him; and at no distant time judges pronounced that he might chastise her moderately with a moderately thick stick. Recent judges have overruled this without any legislation. Such things give a painful idea of the uncertainty, as well as the injustice, of our law. Until the marriage laws are made more just it is morally impossible to carry out legal severity against those who set them at naught, even when the result is profligacy most pernicious and most dangerous to the State. As our rugged climate, and the toil needed to supply our more elaborate wants of body and mind, put a vast chasm between our condition and that of the Polynesian savages; so the frightful pestilence, which in our constitutions is generated by profligacy, becomes an additional and overwhelming necessity for State interference against moral corruptions.—*Fraser's Magazine.*

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Aug. 23, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½	Annuities, April, '85
Ditto for Account, Sep. 10, 94½	Do. (Red Sea T.) Aug. 1908
5 per Cent. Reduced, 94½	Ex Billa, £1000, 4 per Ct. — pm
New 3 per Cent., 94½	Ditto, £500, Do pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 283
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 104½ p Ct. Apr. '74, 222	Ind. Enf. Fr., 5 p Ct., Jan. '72, 103½
Ditto for Account	Ditto, 5½ per Cent., May, '75, 109½
Ditto 5 per Cent., July, '80 113½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84 —
Ditto 4 per Cent., Oct. '83, 90½	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificated, —	Do. Bonds, 5 per Ct., £1000, pm
Ditto Enhanced Ppr., 4 per Cent. 86½	Ditto, ditto, under £1000, pm.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	82
Stock	Caledonian	100	114
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	30½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	117
Stock	Do., A Stock	100	117
Stock	Great Southern and Western of Ireland	100	98 x d
Stock	Great Western—Original	100	45
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	29
Stock	Lancashire and Yorkshire	100	128 x d
Stock	London, Brighton, and South Coast	100	49½
Stock	London, Chatham, and Dover	100	18
Stock	London and North-Western	100	116½
Stock	London and South-Western	100	84
Stock	Manchester, Sheffield, and Lincoln	100	47 x d
Stock	Metropolitan	100	125½ x d & x n
Stock	Midland	100	119½
Stock	Do., Birmingham and Derby	100	89
Stock	North British	100	31½
Stock	North London	100	117
Stock	Do., 1866	5	6½
Stock	North Staffordshire	100	65 x d
Stock	South Devon	100	44
Stock	South-Eastern	100	67½
Stock	Taff Vale	100	152
Stock	Do., C	—	4 pm

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

Last week closed with a slight reaction after the previous decline of prices arising from the unfavourable weather, and the fears entertained for the harvest. Throughout most of the present week Saturday prices for funds have been sustained with little fluctuation, but with a slight tendency to weakness. But little business has been done in Consols or other Government securities. Railway shares, throughout the early part of the week, were more in demand, and a general rise took place; but this has not been supported; and to day there has been a slight decline, with little or no business doing. In fact, all branches of business are in a state of complete stagnation.

The supply of money is still far in excess of the demand. The Bank rate remains unchanged at two per cent. The current rate in the general Market is 1½ to 1¼.

THE THWAITES WILL CASE.—The judgment of the Court of Probate in this case was marked by painstaking and conscientious efforts on the part of Sir J. Wilde to arrive at the grounds of a just decision. We believe the judgment delivered by him to be a just judgment, and the elaborate reasoning on which it was founded to deserve more than a passing consideration. It is hardly possible to help expressing a hope that some other of our judges may follow so good an example, and when called upon to decide in any case in which the question of insanity arises, may be at equal pains to get at the results of medical observation. If the preliminary arguments put forward in the judgment were in some degree irrelevant, not bearing upon the point really at issue, this was a fault on the right side, and one which evidently sprang from motives deserving respect. The question to be decided was, not whether Mrs. Thwaites was mad, but whether she was of sound and disposing mind, memory, and understanding. The ground of dispute, however, was very much narrowed by the principle confidently laid down by Sir J. Wilde, that a person who is the subject of partial insanity or monomania is not in law capable of making a will. It matters not, according to this ruling, that the particular subject upon which a person is insane has not any discoverable connection with the testamentary disposition, but remains entirely without influence upon it; the testator must be pronounced incapable, and his will declared null and void. We are not concerned at present to discuss whether Sir J. Wilde's positive ruling is scientifically just, nor whether it is in accordance with former legal decisions; it is certainly opposed to the opinions of some of the first medical authorities on insanity, and cases have undoubtedly been decided in law on quite an opposite principle. However, such a hard and fast line having been drawn by the judge, all that remained to be resolved was, whether Mrs. Thwaites had been the victim of monomania. We will say at once that we do not believe she was, simply because the evidence was conclusive that she was a chronic lunatic, insane on a great many points. She was like hundreds who, with minds generally and hopelessly deranged, constitute the permanent population of our asylums. Indeed, Sir J. Wilde himself, although accepting the theory of monomania which was set up, and quoting largely from the best medical works on insanity in order to prove that there was such a partial form of mental aberration, conclusively established, by his close analysis and careful weighing of the evidence, the existence of

general mental disease—proved, in fact, that Mrs. Thwaites was not the victim of monomania, but of many manias. For what were her delusions? She believed, amongst other outrageous things, that she had direct and constant communication with God; that she was sometimes one person of the Trinity, sometimes another, sometimes equal with God, sometimes "seven degrees above God;" that she was the pivot round which the world moved; that she "turned on the screw" and sent the cholera and other epidemics, "turned it again" and stopped them; that at one time she had been blind for several weeks, though engaged in hemming dusters the while; and that during that period she had been physically born again, every drop of her blood and every particle of her body having been renewed. She fancied, too, that her husband, her sister, and one or more of the servants, had attempted to poison her. She held Dr. Smith to be another person of the Trinity—the Father—mystically associated with her, and knowing all that she said and did, however far away he might be; and she provided baby-linen for the Saviour to whom she was going to give birth. She was immortal; and she made her will, and ordered her grave. Her actions were for the most part in conformity with the crazy imaginings and perverted feelings of her diseased mind. She furnished, at an expense of £15,000, a drawing-room, in which the last judgment was to take place, and where she was to sit in judgment on her fellow-creatures; and she bought a tiara of diamonds, and kept it in readiness for the august occasion. Having half a million of money, and only spending on her living about £2,000, or £3,000 at most, a year, she nevertheless managed to get rid mysteriously of the whole of her income. Finally, she made a will giving large legacies, ranging from £5,000 to £15,000, "to almost every individual, man or woman, in whose society she moved, or who could be said socially to know anything about her;" and she made Dr. Smith, to whom during her life she had given £2,000 a year and between £40,000 and £50,000, and his brother, to whom she had given £400 a year, residuary legatees to the amount, it was computed, of £180,000. Her sister and her sister's children were thus disinherited. So far from searching with difficulty after evidence of insanity, the real difficulty is to find any evidence of sanity in her thoughts, feelings, and actions. No one who had any practical knowledge of insanity could fail to perceive the significance of such expressions as these:—"If God lost me, all would go back to chaos." "I and the doctor make the thunder and lightning." "We are in our glory in a good thunderstorm." "People wonder that I don't go to church. They don't know that I am immortal; that I am equal with God." To those familiar with the forms which insanity takes, it must be plain, beyond the possibility of honest doubt, that Mrs. Thwaites was a person suffering from extreme and general unsoundness of mind, and, *a fortiori*, therefore not of "sound and disposing mind, memory, and understanding." But, even if Mrs. Thwaites had suffered only from monomania, it is equally plain that the will would have been righteously invalidated; for the disposition of her property was made under the direct influence of the extravagant delusions which she had; her will was the deformed and unnatural offspring of her madness. She left her property to one whom she believed to be the first person in the Trinity, and to have, in common with herself, supernatural powers; and she disinherited her sister, whom she called a child of the devil, under the influence of the delusion that her sister had attempted to poison her, and of the morbid feelings accompanying such delusion. The case was really a simple one, and would probably have excited no great attention, but for the amount of property concerned, the number of counsel engaged, the length of time over which the trial was protracted, and the ingeniously extravagant theories broached by advocates, no doubt well refreshed, and eager to make the most and the best of a bad case. The questions touching Luther's supposed hallucination were entirely irrelevant, and purposely imported to entrap the medical witnesses, in which they unfortunately succeeded, and to confound the issue, in which they fortunately failed. The really important question arising out of the case is touching the rule of law that a person suffering from the simplest form of monomania should be deemed incapable of making a will. Is such ruling dictated by a just principle? We are of opinion that it is not. When a person suffers from a partial derangement, it certainly appears unjust to declare absolutely null and void a testamentary act which is entirely distinct from and uninfluenced by the limited insanity, especially when the act looks in every way natural and rational, and is one which a sane person would have done under the circumstances. With a strange inconsistency in its mode of dealing with civil and criminal acts, the English law pronounces responsible and dooms to be hanged any monomaniac who has committed murder, unless the murder has been perpetrated under the direct influence of the mental delusion. So that, while it holds a person suffering from limited mental derangement incapable of the simple act of making a will, and irresponsible in that regard, it holds him quite capable of the dreadful act of murder, and fully responsible in that regard. It is more careful of the interests of property than it is of life. Considering the awful issue of the latter case, might it not be well if—we cannot say the principles, but—the rules were reversed?—*British Medical Journal*.

"Saturday, February 2, being Candlemas day, there was a grand entertainment at the Temple Hall, for the judges, serjeants-at-law, &c. The Prince of Wales was there *in cog*, the Lord Chancellor, Earl of Macclesfield, Bishop of Bangor, and several persons of quality. Mr. Baker was master of the ceremonies, and received all the company. At night there was a comedy acted by the company of his Majesty's Revels, from the Theatre in the Hay Market, called *Love for Love*; and the Societies of the Temple presented the comedians with £50. The ancient ceremony of the judges, etc., dancing round our coal fire, and singing an old French song, was performed with great decency."—*Gentlemen's Magazine* (Feb., 1734).

During the late session of Parliament eleven members have vacated their seats on being appointed to judicial office. Of these ten are Conservatives, and they have been raised to the bench as follows—Sir W. Bovill is Chief Justice of the Common Pleas, Baron Cairns Lord Justice of Appeal, Mr. George Paine Judge of the Irish Court of Queen's Bench, Sir F. Kelly Chief Baron of the Exchequer, Mr. Miller Judge in the Irish Court of Bankruptcy, Mr. Morris Paine Judge in the Irish Court of Common Pleas, Mr. G. Patton Lord Justice Clerk of Scotland, Sir J. Rolt Lord Justice of Appeal, Mr. Walsh Master of the Rolls in Ireland, Mr. Whiteside Lord Chief Justice of Ireland.

Chief Justice Chase is said to pay an income tax on 700,000 dols. Ten years ago he was a poor man.

NEW REGULATION OF ASSESSED TAXES.—By the new Inland Revenue Act the time for hearing appeals on assessed taxes by the commissioner is extended beyond the twenty-one days previously prescribed, after the close of the year to which the charges relate.

THE COURT OF CHANCERY.—In the new Chancery Act the Lord Chancellor is empowered to alter the style and the salaries of the officers of the Court of Chancery. The term "Usher" is likely to be abolished. The salary of the next appointed Accountant-General is not to exceed £2,000 a-year.

When a Court or a judge has more causes to dispose of than there is time to hear, one of two alternatives becomes inevitable. Either causes are decided in a hurry, without any adequate hearing, or else the functions of the judge are transferred to some inferior tribunal. The device of driving troublesome causes into arbitration is the Common Law remedy for an excessive pressure of business. The analogous method in Chancery is to send everything to chambers, and allow chief clerks to determine where judges have no time to decide. The courts of appeal have no such resource, and are utterly incapable of overtaking their arrears. The Court of Appeal in Chancery has been so occupied with interlocutory matters that it has not heard half-a-dozen causes during the last year, and Parliament has been driven to sanction a palliative of the most objectionable kind by allowing the two Lords Justices to sit separately, thus leaving the appeal from a Vice-Chancellor to be decided by a single judge. It is true that the Lord Chancellor always exercised a similar authority, although the Act establishing the present Court of Appeal no doubt contemplated that every important matter would be heard before the full Court, composed of the Chancellor and the two Lords Justices. The pressure of business defeated this arrangement, and the recent statute has still further deteriorated the value of appeal decisions by making them depend in almost all cases on the opinion of a single judge. In the Appeal Courts of Westminster somewhat similar difficulties have arisen. The Court of Exchequer Chamber is supposed to consist of all the judges of the two Courts from which the appeal does not come. But in practice it is found impossible to get a full muster, and the judgment of four judges of the Court of Queen's Bench has been known to be reversed by a bare majority of three over two in the Exchequer Chamber, so that three judges prevailed over six of co-ordinate authority.—*Saturday Review*.

In reference to a remark in Monday's leader on Extradition Treaties, that Bow-street magistrates cannot be expected to know French law or rules of evidence, a correspondent informs us that he was conversing recently with one of the most eminent French lawyers, who, in speaking of the chief magistrate at Bow-street, said:—"Sir Thomas Henry speaks French better than a Frenchman, and moreover, he has a better knowledge of French law than half the French lawyers."—*Pall Mall Gazette*.

The will of the Right Hon. Sir George James Turner, P.C., D.C.L., F.R.S., one of the Lords Justices of Appeal, a Governor of the Charterhouse, was proved in the London Court, on 6th instant, by his sons, the Rev. George Richard Turner and Edmund Robert Turner, Esq., barrister, the joint acting executors, the personality being sworn under £35,000. The will is dated August, 1858, and there is a codicil without date, but executed in 1859, attested by W. Leadbetter, Clerk to Lord Justice, and James Leadbetter, trainbearer. Sir George died July 9, at the age of sixty-nine. He has directed that his sons and daughters should each select in succession, according to seniority of age, such pictures or books as they may choose as a memorial of him. He leaves his law books to his son Edmund.

To his "faithful" usher, William Leadbetter, he leaves his gold watch as a small token of regard. To his "faithful" servants, Bradley and Pilbrow, each £20. He bequeaths the remainder of his property to his wife for life, and after her decease he leaves legacies of various amounts amongst his children, and divides the surplus residue equally amongst his six sons and three daughters.—*City Press*.

IMPRISONMENT FOR DEBT.—The Brussels journals state that a bill is being prepared there to abolish imprisonment for debt.

AN ALLOWANCE OF WINE.—Some light is thrown on the manners of lawyers in the eighteenth century by an order made by the authorities of Barnard's Inn, who, in November, 1706, named two quarts as the allowance of wine to be given to each mess of four men by two gentlemen on going through the ceremony of "initiation." Of course, this amount of wine was an "extra" allowance, in addition to the ale and sherry assigned to members by the regular dietary of the house. Even Sheridan, who boasted that he could drink any given quantity of wine, would have thought twice before he drank so large a given quantity, in addition to a liberal allowance of stimulant. Anyhow, the quantity was fixed—a fact that would have elicited an expression of approval from Chief Baron Thomson, who, loving port wine wisely, though too well, expressed at the same time his concurrence with the words and his dissent from the opinion of a barrister, who observed,—"I hold, my lord, that after a good dinner a certain quantity of wine does no harm." With a smile, the Chief Baron rejoined—"True, sir, it is the uncertain quantity that does the mischief."—*Jefferson's Book about Lawyers*.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 13.—By Messrs. C. & H. WHITE.

Leasehold, 11 houses, Nos. 1 to 3, St. Matthew's-place, Water-lane, Brixton, and 2 and 3, Church-road, adjoining, producing £215 ss. per annum; term, 63 years, at £100 per annum—Sold for £470.
Leasehold, 10 houses, Nos. 3 to 12, Williams-terrace, Lacey-road, Bermondsey, producing £330 per annum; term, 68 years, at £40 per annum—Sold for £2,160.
Leasehold, 5 residences, Nos. 21, 24, 25, 29, 30, Wood-street, Kennington-cross, producing £140 per annum; term, 43 years, at £30 per annum—Sold for £1,075.
Leasehold residence, No. 1, Brighton-villas, Tulse-hill, let at £75 per annum; term, 90 years, at £10 per annum—Sold for £740.
Leasehold residence, No. 4, Brighton-villas, let at £65 per annum; term and ground rent similar to above—Sold for £740.
Leasehold, 3 residences, Nos. 1 to 3, Arthur-street, Walworth-road, producing £82 per annum; term, 80 years from 1852, at £8 10s. per annum—Sold for £760.
Leasehold residence, No. 5, Cyril-street, Arthur-street, let at £24 per annum; term similar to above—Sold for £180.

By Messrs. DEBENHAM, STORR, & SONS.

Leasehold ground rents of £84 per annum (for 93 years), secured upon houses in Cedar-road, Fulham—Sold for £1,410.
Leasehold, 12 houses, Nos. 1 to 5, & 12 to 17, Bird-street, and 9, Tench-street, Wapping, producing £231 19s. per annum; term, 30 years from 1846, a 184s. per annum—Sold for £300.

Aug. 14.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold estate, known as Prospect-house farm, situate in the parish of Horne, Kent, comprising residence, homestead, and 81 acres of land—Sold for £2,900.

Aug. 15.—By Mr. ROBINS.

Copyhold premises, being No. 104, St. George-street East—Sold for £235.
Freehold house and shop, No. 29, Upper-street, Islington, let on lease at £42 per annum—Sold for £1,800.

Aug. 16.—By Messrs. NORTON, TRIST, WATNEY, & CO.

Freehold residential property, known as Northaw-place, Northaw, Herts, comprising a residence, with stabling, buildings, farmyard, cottage, and 55a 2r 6p of meadow, pasture, and wood land—Sold for £11,000.
Freehold, 19a 6r 6p of meadow land, situate adjoining above—Sold for £3,000.

Freehold house and shop, situate adjoining above, let at £18 per annum—Sold for £400.

Freehold, 1r 16p of wood land, situate as above—Sold for £100.

Freehold, 1r 16p of meadow land in the parish of Lingfield, Surrey—Sold for £55.

Freehold estate, known as Driver's Farm, Lingfield, Surrey, comprising farmhouse and yard, sheds, and 68a 3r 11p of arable and meadow land—Sold for £3,840.

Copyhold plot of land, containing about three-quarters of an acre, situate at Brentford, Middlesex—Sold for £1,100.

By Messrs. COBB.

Freehold estate, known as Bredgar House, Bredgar, Kent, comprising residence, with stabling, farmyard, homestead, cottage, and 25a 1r 16p of land—Sold for £4,500.

Freehold, 1a 1r 27p of fruit plantation, situate as above—Sold for £250.

Corn rents, in lieu of tithes, amounting to £182 18s. per annum, charged on lands in the parishes of Frampton-upon-Severn and Slimbridge, Gloucester—Sold for £3,350.

By Messrs. WILKINSON & HOLME.

Absolute reversionary interest in £4,100, reduced 3 per cent. annuities, expectant on the death of a lady aged 78 years—Sold for £1,950.

By Mr. EILOART.

Freehold and copyhold estate, known as Blake's Farm, Much Wymondley, Herts, comprising residence, homestead, buildings, and 170 acres of land, producing £1,177 per annum—Sold for £6,650.

AT THE GUILDHALL COFFEE HOUSE.

By Messrs. STANLEY, ROBINSON, & PALMER.
Freehold residence, with stabling, grounds, and paddock, of about 3 acres, known as the Elms, Woburn Sands, Bucks.—Sold for £3,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRACKENBURY—On Aug. 16, at Alford, Lincolnshire, the wife of Langley Joseph Brackenbury, Esq., Solicitor, of a daughter.
CLAYHILLS—On Aug. 18, at Darlington, the wife of T. Clayhills, Esq., Solicitor, of a daughter.
COLT—On Aug. 21, at 6, Clarendon-gardens, the wife of Frederick Hoare Colt Esq., of a daughter.
PERKINS—On Aug. 17, at Barrow-hill-place, Regent's-park, the wife of W. Tindal Perkins, Esq., of Gray's-inn, of a daughter.
WARRY—On Aug. 20, at 46, Norfolk-square, Hyde-park, the wife of George Deedes Warry, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

BLAGDEN—STEELE—On Aug. 20, at St. Luke's, West Holloway, George Blagden, Esq., Solicitor, of Tollington-park, to Lizzie, only child of the late Joseph Steele, Esq., of Stock Orchard-crescent.
CHAMPION—GURNEY—On Aug. 20, Frederick Shepherd Champion, Esq., Solicitor, of No. 18, Park-street, Westminster, to Charlotte Selwyn, daughter of the Rev. John Phillips Gurney, vicar of Great Canfield, Essex.
HARRISON—STRONG—On Aug. 15, at St. George's Church, Dublin, Michael Harrison, Esq., Q.C., to Sophia Mary, daughter of James W. Strong, Esq., M.D., of Dublin.
MIDDLETON—EDMONDS—On Aug. 20, at All Saint's Church, Stamford, Stephen D. B. Middleton, Esq., Solicitor, of Southwark, to Anne, daughter of the late Orlando Edmonds, Esq., of Stamford.
PINKETT—ROBINSON—On Aug. 14, Francis Frederick Pinkett, Esq., Barrister-at-Law, of the Middle Temple, to Catherine, daughter of Captain John De Lancy Robinson, R.N., of Buckland, Braintree, Devon.
ROWE—BANKS—On Aug. 17, at the Church of St. Mary of the Angels, Baywater, James Rowe, Esq., Solicitor, of Liverpool, to Mary, widow of Mr. George Banks, formerly of Kensington.
SHERIFF—DANIEL—On Aug. 14, at St. John's Church, Notting-hill, W. Musgrave Sheriff, Esq., Barrister-at-Law, of the Middle Temple, to Mary Sophia, daughter of Henry Maddocks Daniel, Esq., of No. 11, Lansdowne-crescent, Kensington-park.
SMITH—OLIVER—On Aug. 15, at St. Mary's, Wimbledon, Alfred Smith, Esq., Barrister-at-Law, of Lincoln's-inn, and Sidney Lodge, Wimbledon-common, to Ellen, daughter of William Elliott Oliver, Esq., of Wimbledon.

DEATHS.

HARROLD—On Aug. 10, at Utterby-house, near Louth, Lincolnshire, William Henry Harrold, Esq., M.A., Barrister-at-Law, of the Inner Temple, aged 42.
LEGGETT—On May 1, at Melbourne, Charles Leggett, Esq., Solicitor, of Bombay, aged 31 years and 6 months.
LOGIE—On Aug. 20, at Heathfield, Weybridge, Donald Malcolm Logie, Judge of H.B.M.'s Supreme Consular Court and Consul-General, Constantinople, aged 45.
MILROY—On July 25, at Hamilton, Canada West, Andrew Milroy, Esq., W.S., formerly of Edinburgh.
O'MALLEY—On July 31, Henry O'Malley, Esq., Barrister-at-Law, of Sydney-street, Brompton, son of the late Sir Samuel O'Malley, Bart., of Kilboyne-house, Castlebar, Ireland.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY, Aug. 16, 1867.

LIMITED IN CHANCERY.

Gellivara Company (Limited).—By an order made by the Vice-Chancellor Malins, dated Aug. 7, it was ordered that the voluntary winding up of the above company be continued. Pittman, Guildhall chambers, solicitor for the petitioner.

TUESDAY, Aug. 20, 1867.

LIMITED IN CHANCERY.

Cash Cileon Mining Company (Limited).—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to George Whiffin, 8, Old Jewry, official liquidator. Wednesday, Nov. 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.
Empire Assurance Corporation (Limited).—Creditors are required, on or before Sept. 21, to send their names and addresses, and the particulars of their debts or claims, to Alfred Augustus James, 18, King-st, Cheapside, official liquidator. Thursday, Oct. 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Half-y-Vera Slate Company (Limited).—The Master of the Rolls has, by an order dated July 24, appointed George Butler, 13, King-st, Cheapside, official liquidator.

Hot Air Engine Company (Limited).—Creditors are required, on or before Oct. 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Threlkold Edwards, 9, King's-arms-yd, Moorgate-st. Thursday, Nov. 14 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Union Cement and Brick Company (Limited).—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Addis, official liquidator, 25, Old Jewry. Wednesday, Nov. 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

Hallenbenge Mining Company.—The Vice-Warden has, by an order dated Aug. 14, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioners.

COUNTY PALATINE OF LANCASTER.

Ile of Man Railway Company (Limited).—The Vice-Chancellor has, by an order dated Aug. 13, ordered that the above company be wound up. Lacey & Co, Lpool, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Aug. 20, 1867.

Torpoint Aged Burial Society, Torpoint, Cornwall. Aug. 16.
White Horse Union Benefit Society, White Horse-inn, Chesterfield, Derby. Aug. 15.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 16, 1867.

Beven, Geo Edwd, Bath, Somerset. Oct 1. Bevan & Bevan, M.R.
Bovill, Saml, Southampton. Oct 15. Bartlett & Bovill, V. C. Stuart.
Kirkman, Abraham, Chancery-lane, Barrister-at-Law. Oct 1. Kirkman & Lewis, M.R.
Simpson, Robt Walker, Armley-grove, nr Leeds. Sept 20. Haigh & Simpson, M.R.
Smith, Chas Harcourt, Admiralty Mail Agent. Sept 25. Smith & Hallett, V. C. Wood.
Smith, Cornelius, Gracechurch-st, Surgeon. Oct 1. Amy & Taylor, M. R.

TUESDAY, Aug. 20, 1867.

Billinge, Mary, Edge-hill, Liverpool, Spinster. Oct 29. Llewellyn & Rose, V. C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 16, 1867.

Alway, Jas, Horton, Gloucester, Gent. Oct 1. Trenfield, Chipping Sodbury.
Barber, Geo Simpson, Sutton, Norfolk, Farmer. Oct 11. Fox, Norwich.
Darling, Ebenezer, Johnson-st, Seymour-st, Printer. Oct 1. Wmslie & Co, Leadenhall-st.
Fairclough, Wm Chas, Lpool, Gent. Sept 16. Haigh & Deane, Lpool.
Hone, John, Marybone-rd, Tallow Chandler. Oct 31. Merriman & Buckland, Queen-st, Cheapside.
Johnston, Jas McLaurin, Moreton-pl, Mimico, Architect. Oct 16. Shaw & Fraser, Furnival's-inn.
Partridge, Joseph, Spencer-villas, St James's-rd, Croydon, Gent. Sept 21. Withall, Parliament-st, Westminster.
Pugh, Sarah, Tonbridge Wells, Kent, Widow. Nov 13. Hart & Davies, Abchurch-st, Sherborne-lane.
Reeve, Walter, Milk-st, Agent. Sept 17. Keene & Marsland, Lower Thames-st.
Richard, Geo Wm, The Hon. Earl of Pomfret, Easton Neston, Northampton. Nov 2. Currie & Williams, Lincoln's-inn-fields.
Rose, Hy, Brockham, Surrey, Victualer. Sept 16. Hart & Hart, Dorking.
Sayers, Mary Ann, Arthur-ter, Forest-rd, Dalston, Widow. Sept 16. Ward, Kingsland-rd.
Stephenson, John, Gainsborough, Lincoln, Gent. Nov 2. Wood, Gainsborough.
Tredwell, Alice, The Elms, Hendon, Widow. Nov 14. Philbrick & Sons, Lincoln's-inn-fields.
Turrill, John, Brookhampton, Oxford, Farmer. Sept 30. T. & G. Mallam, Oxford.
Wall, Chas, Shaldon, nr Teignmouth, Devon, Gent. Sept 29. Chapman, Weston-super-Mare.
Wood, Peter, Monkwearmouth, Durham, Engine Fitter. Nov 9. Graham & Graham, Sunderland.

TUESDAY, Aug. 20, 1867.

Audas, Charlotte, Bathwick-hill, Somerset, Widow. Oct 11. Bell Louth.
Bromley, Richd, Welbath, Salop, Gent. Sept 29. Searth & Sprott, Shrewsbury.
Elwes, Cary Chas, Wickham, Southampton, Esq. Sept 21. Holland & Son, Portsmouth.
Hewatson, Hy, Russell-sq, Esq. Oct 10. Browning, Austinfriars.
Hudson, Wm Fredk, Wellington-ter, Wandsworth-rd, Timber Merchant. Sept 28. Withall, Parliament-st, Westminster.
Martyn, Nicholas Andrew, Helston, Cornwall, Mining Engineer. Oct 29. Martyn, Lpool.
Moon, Wm, Aine, York, Farmer. Oct 15. Walker, Lendal.
Morris, Richd Thos, Upholland, Lancaster, Surgeon. Oct 1. Leigh & Ellis, Wigan.
Phillips, Mary, Banham, Norfolk, Widow. Sept 1. Calver, Kenning-hall.
Seruby, Joseph, Romford, Essex, Gent. Nov 4. Surridge & Hunt, Romford.
Senior, Wm, Common End, Cowms, Lepton, York, Weaver. Sept 16. Sykes, Huddersfield.
Sharp, Danes Harriot, Southend, Essex, Widow. Sept 21. Dawes & Sons, Angel-st, Throgmorton-st.
Vale, Wm, Percy-house, Teddington, Esq. Oct 10. Wall, Bell-yard, Doctors'-commons.
Windus, Benj Godfrey, Tottenham-green, Esq. Nov 1. Walker & Martineau, King's-rd, Gray's-inn.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 16, 1867.

Aaronsen, Jacob, Chapel-st, St George's-in-the-East, Journeyman Tailor. Aug 7. Comp. Reg Aug 14.
Adamson, Robt, Rochdale, Lancaster, Draper. July 25. Asst. Reg Aug 12.
Allen, Joseph, Manch, Blacksmith. Aug 8. Comp. Reg Aug 16.
Ashton, John & Geo Ashton, Glossop, Derby, Drapers. July 29. Comp. Reg Aug 14.
Atherton, Wm, Salford, Lancaster, Plumber. Aug 3. Comp. Reg Aug 16.
Baxter, John, Harrington, Cumberland, Miller. July 17. Asst. Reg Aug 14.
Blake, Wm, Clifton-rd, Ashton-pk. Aug 9. Comp. Reg Aug 15.
Bowen, Owen, Paragon, New Kent-rd, Secretary of a Company. Aug 12. Asst. Reg Aug 14.
Bowler, Hy Umney, Upton-on-Severn, Worcester, Tailor. July 29. Comp. Reg Aug 14.

Bradshaw, Wm, & John Sansom, Mansfield, Nottingham, Ironfounders. Aug 3. Asst. Reg Aug 15.
 Bull, John Collins, Brighton, Sussex, Draper. July 19. Asst. Reg Aug 15.
 Carver, Wm, Upper-st, Islington, Jeweller. July 17. Asst. Reg Aug 14.
 Carvill, Chas, Leytonstone, Essex, Grocer. Aug 5. Comp. Reg Aug 14.
 Chatfield, Wm, jun, Peterborough, Northampton, Builder. July 19. Asst. Reg Aug 14.
 Cousens, John, Newtown, nr Gosport, Southampton, Grocer. Aug 10. Comp. Reg Aug 15.
 Dixon, Wm, Newcastle-upon-Tyne, Cab Proprietor. July 20. Asst. Reg Aug 16.
 Dye, David Hyman, Bury-st, St Mary-axe, Surgeon. July 22. Comp. Reg Aug 13.
 Francis, Hy, Brecknock-cres, Camden-town, Carpenter. Aug 8. Comp. Reg Aug 13.
 Garritt, Francis, Gt Driffeld, York, Draper. July 16. Asst. Reg Aug 13.
 Harvey, Wm White, Birm, Draper. July 18. Asst. Reg Aug 13.
 Higgin, Edwd, Bristol, House Decorator. Aug 12. Comp. Reg Aug 16.
 Hirst, Daniel, Widnes, Lancaster, Brick Maker. July 31. Conv. Reg Aug 15.
 Hutchinson, Lindsey, Lpool, Grocer. July 17. Comp. Reg Aug 14.
 Jones, Abraham, Tipton, Stafford, Boot Manufacturer. July 20. Comp. Reg Aug 14.
 Joy, Fredk, Chatterley, Cambridge, Baker. July 20. Asst. Reg Aug 16.
 Kershaw, Joseph, Bradford, York, Manufacturer. July 19. Comp. Reg Aug 13.
 Keylock, Wm, Queen-st, Brompton-rd, Comm Agent. Aug 6. Comp. Reg Aug 13.
 Lee, Andrew, West Hartlepool, Durham, Draper. Aug 10. Comp. Reg Aug 13.
 Legge, Richd Brabason, Peckham-grove, Camberwell, Photographer. Aug 14. Comp. Reg Aug 15.
 Loft, Joseph, Beverley, York, Painter. July 23. Asst. Reg Aug 13.
 Maughan, John, Newcastle-upon-Tyne, Draper. Aug 8. Comp. Reg Aug 13.
 Norris, John, Aston New-town, nr Birm, Manufacturer of Colloidian Plates. July 31. Comp. Reg Aug 14.
 O'Brien, Dennis David, Eagle-st, Holborn, Victualler. Aug 10. Comp. Reg Aug 14.
 Pell, Thos, Manningsham, York, Stuff Merchant. July 22. Asst. Reg Aug 1.
 Pinna, Abrdo De, Bartholomew-lane, Royal Exchange, Notary Public. July 19. Asst. Reg Aug 15.
 Radcliffe, Wm, Photographic Apparatus Dealer. July 12. Comp. Reg Aug 15.
 Rice, Thos Hy, Brierley Hill, Stafford, Draper. July 17. Asst. Reg Aug 13.
 Rochfort, Frank, Cottage-grove, Peckham, Gent. July 29. Comp. Reg Aug 16.
 Rowell, Ann, Tavistock, Devon, Tailor. July 22. Asst. Reg Aug 15.
 Roy, Robt McFarlane, Stafford, Brewer. July 20. Comp. Reg Aug 16.
 Russell, Thos, Sheffield, File Maker. July 17. Asst. Reg Aug 13.
 Saunders, Isaac, Binstead, Isle of Wight, Carpenter. Aug 14. Comp. Reg Aug 15.
 Seale, Chas Geo, Church-ter, Walworth, Attorney-at-Law. July 31. Comp. Reg Aug 15.
 Thomas, Thos Glegge, Birkenhead, Chester, Architect. Aug 7. Comp. Reg Aug 15.
 Thomas, Francis, Marthyr Tydfil, Glamorgan, Innkeeper. July 29. Asst. Reg Aug 13.
 William, John, Bangor, Carnarvon, Cabinet Maker. Aug 1. Comp. Reg Aug 15.
 Wood, John, Congleton, Chester, Innkeeper. July 23. Asst. Reg Aug 14.
 Wyatt, Geo, Birm, Writing Clerk. July 17. Asst. Reg Aug 14.

TUESDAY, Aug. 20, 1867.

Ainsworth, Daniel, Kilderminster, Worcester, Draper. Aug 6. Comp. Reg Aug 9.
 Benjamin, Joseph, Oxford-st, Curiosity Dealer. July 29. Comp. Reg Aug 17.
 Berks, Geo, Newcastle-under-Lyme, Stafford, Grocer. July 25. Comp. Reg Aug 19.
 Bickerton, Geo Morrall, Salford, Lancaster, Ironmonger. July 19. Conv. Reg Aug 16.
 Bowen, Wm, Barking, Essex, Grocer. July 31. Comp. Reg Aug 17.
 Brooke, Thos Watts, Barge Wharf, Wilts, Coal Merchant. July 23. Asst. Reg Aug 20.
 Burgess, Chas Paul, Brighton, Sussex, Draper. Aug 15. Comp. Reg Aug 20.
 Butterell, Mary Ann, Sheffield, Widow. July 24. Comp. Reg Aug 17.
 Chapple, Geo, Edgeware-rd, Jeweller. Aug 6. Asst. Reg Aug 16.
 Chapman, Wm, Hoveton St John, Norfolk, Miller. Aug 10. Asst. Reg Aug 20.
 Chilcott, Wm, Green-st, Church-st, Blackfriars-rd, Licensed Victualler. July 29. Comp. Reg Aug 17.
 Cooper, Thos, Winahill, Derby, Innkeeper. Aug 8. Comp. Reg Aug 19.
 Cordy, Joseph, Malmesbury, Wilts, Builder. July 23. Asst. Reg Aug 17.
 Craig, John, jun, Middlesbrough York, Draper. Aug 13. Comp. Reg Aug 16.
 Dane, John Spencer, Haverfordwest, Music Seller. Aug 14. Comp. Reg Aug 19.
 Dix, Wm Jas, Eaton, Norwich, Farmer. Aug 3. Comp. Reg Aug 19.
 Donnelly, Patrick Edwd, Milner-sq, Islington, Gent. Aug 16. Comp. Reg Aug 20.
 Ellis, Thos, Spofforth-pk, nr Wetherby, York, Farmer. Aug 13. Asst. Reg Aug 19.

Firth, Joseph, Hunslet, nr Leeds, Glass Manufacturer. July 24. Comp. Reg Aug 20.
 Follick, Colman, Pontypool, Monmouth, Dealer in Furniture. Aug 8. Asst. Reg Aug 19.
 Foster, John, Queen-st, Cheapside, Solicitor. July 24. Asst. Reg Aug 19.
 Foster, John Abbott, Leeds, Pawnbroker. July 20. Conv. Reg Aug 17.
 Friskney, John Smith, Cheltenham, Dealer in Toys. Aug 10. Comp. Reg Aug 19.
 Harwar, Thos, Congleton, Chester, Law Clerk. Aug 7. Comp. Reg Aug 17.
 Hawley, Hy, Stocksbridge, York, Boot Dealer. Aug 9. Asst. Reg Aug 17.
 Hope, Ralph Taylor, Blackburn, Lancaster, Draper. July 24. Asst. Reg Aug 16.
 Hughes, Ralph Johnson, River-st, Clerkenwell, Paper Hanging Manufacturer. Aug 5. Comp. Reg Aug 20.
 Hurd, Wm, Thornbury, Gloucester, Tailor. Aug 1. Asst. Reg Aug 20.
 Kidman, Geo, Eyeworth, Bedford, Farmer. July 24. Asst. Reg Aug 20.
 Knights, Wm, Stratford-on-Avon, Warwick, Cloth Merchant. July 27. Comp. Reg Aug 16.
 Latimer, Robert, Brompton, Cumberland, Printer. July 20. Asst. Reg Aug 16.
 Marles, Jason, Exeter, Printer. Aug 13. Comp. Reg Aug 20.
 Miller, Mark, Winchester. Aug 19. Comp. Reg Aug 26.
 Moggridge, Joseph, Augusta-ter, York-rd, King's-cross, Horse slaughterer. Aug 16. Comp. Reg Aug 20.
 Moss, Geo Isaac, Cromwell-villas, Twickenham, Gent. Aug 19. Asst. Reg Aug 20.
 Mould, Geo, & John Mould, Peterborough, Northampton, Builders. July 23. Asst. Reg Aug 17.
 Newlands, Robt, South Shields, Durham, Draper. July 23. Comp. Reg Aug 16.
 Oliphant, Hy Wm, Banstead, Surrey, Journalist. Aug 30. Comp. Reg Aug 20.
 Osborne, John Benj, Norwood, Surrey, Victualler. July 24. Asst. Reg Aug 16.
 Ottaway, Thos, Dover, Kent, Confectioner. July 22. Asst. Reg Aug 17.
 Oxlade, Alfred, Slough, Bucks, Carpenter. July 30. Asst. Reg Aug 17.
 Parker, Jas, West Keal, Lincoln, Salesman. July 22. Asst. Reg Aug 19.
 Parker, Joseph, Chatteris, Cambridge, Innkeeper. July 20. Asst. Reg Aug 17.
 Pettenger, John, New Malton, York, Grocer. July 29. Comp. Reg Aug 17.
 Platt, Wm Thos, Salford, Lancaster. Aug 13. Asst. Reg Aug 17.
 Praeger, Emil Arnold, Clifton, Bristol, Drawing Master. Aug 19. Comp. Reg Aug 20.
 Reed, Johnson, Newcastle-upon-Tyne, Auctioneer. Aug 15. Asst. Reg Aug 19.
 Ridge, Edwd John, Lewisham, Kent, Builder. July 20. Asst. Reg Aug 17.
 Riley, Jas, Nunston, Warwick, Druggist. July 23. Comp. Reg Aug 16.
 Rose, Joseph, Manorb, Wheelwright. July 30. Conv. Reg Aug 16.
 Rumball, Wm Lewis, Chertsey, Surrey, Tobaccoist. Aug 9. Asst. Reg Aug 17.
 Schofield, Geo, Manch, Draper. July 30. Asst. Reg Aug 19.
 Seaby, Allan, Coleman-st, St Lukes, Builder. Aug 12. Comp. Reg Aug 20.
 Shilcock, Wm, Eleanor-rd, Hackney, Licensed Victualler. Aug 2. Asst. Reg Aug 17.
 Simpson, Ambrose, Nicholl-sq, Aldersgate-st, Mantle Manufacturer. July 19. Comp. Reg Aug 16.
 Smith, Luke Dennis, Congleton, Chester, Law Clerk. Aug 15. Asst. Reg Aug 19.
 Spittle, Richd, Harlington, Middx, Butcher. Aug 13. Comp. Reg Aug 17.
 Stenson, Joseph, & John Binns, Leeds, Woollen Cloth Merchants. July 22. Asst. Reg Aug 19.
 Stidolph, Chas, Tunbridge Wells, Kent, Grocer. Aug 10. Comp. Reg Aug 16.
 Titchurst, Wm, Sunderland, Durham, Beer Retailer. July 24. Comp. Reg Aug 18.
 Trickett, John Richd, Hulme, Lancaster, Grocer. Aug 2. Comp. Reg Aug 16.
 Turner, Chas, Hanley, Stafford, Hotel Keeper. July 30. Comp. Reg Aug 17.
 Walker, Wm, North Shields, Northumberland, Publican. Aug 8. Asst. Reg Aug 20.
 Welsh, John, South Stockton, York, Grocer. Aug 16. Comp. Reg Aug 19.
 Wilks, Joseph, Horton, York, Tailor. Aug 7. Comp. Reg Aug 19.
 Wilson, Wm, Leicester, Tailor. Aug 12. Asst. Reg Aug 17.

BANKRUPTS.

FRIDAY, Aug. 16, 1867.

To Surrender in London.

Alder, Chas Richd Amos, Prisoner for Debt, London. Pet Aug 12.
 Pepps. Sept 3 at 1. Payne, Bedford-row.
 Beavis, Edwin, New-out, Lambeth, Cheesemonger. Pet Aug 12.
 Pepps. Aug 27 at 1. Hicks, Basinghall-st.
 Blake, Jas, Prisoner for Debt, London. Pet Aug 12 (for pau). Pepps. Sept 3 at 12. Dobie, Basinghall-st.
 Bowhay, John Boon, Prisoner for Debt, London. Pet Aug 19 (for pau). Pepps. Aug 27 at 1. Gensley, Bow-st, Covent-garden.
 Burch, Edwd, Elizabeth-st, Pimlico, Stationer. Pet Aug 12. Pepps. Aug 27 at 1. Harrison, Basinghall-st.
 Champion, Thos, Northampton, Builder's Foreman. Pet Aug 10.
 Pepps. Aug 27 at 12. Cooper, St Martin's-lane, Charing-cross.
 Chandler, Joseph, Portland-st, Commercial-rd East, Sawyer. Pet Aug 13. Pepps. Sept 3 at 12. Dobie, Basinghall-st.

Cope, Hy Geo, Prisoner for Debt, London. Pet Aug 14 (for pan).
 Pepps. Sept 3 at 11. Goadley, Bow-st, Covent-garden.
 Dix, Wm Richd, Clewer-green, nr Windsor, Berks, Mason. Pet Aug 12.
 Pepps. Aug 27 at 11. Granvass, Essex-st, Strand.
 Douglas, John Thos, Prisoner for Debt, London. Pet Aug 12 (for pan).
 Pepps. Aug 27 at 1. Hicks, Basinghall-st.
 Evans, Wardle Eastland, Market-pl, Gt Portland-st, Musical Instrument Maker. Pet Aug 13. Pepps. Aug 27 at 12. Kearsby, Bucklersbury.
 Gifford, Wm, North Luffenham, Rutland, Farmer. Pet Aug 14. Pepps. Sept 3 at 11. Wright & Benson, London-st, Fenchurch-st.
 Gordon, John, Romford, Essex, Carpenter. Pet Aug 13. Pepps. Aug 27 at 1. Preston & Co, Basinghall-st.
 Gregory, Lealey Alex, Prisoner for Debt, London. Pet Aug 9 (for pan).
 Brougham. Aug 29 at 11. George, Fenchurch-st.
 Hemphill, Peter, Leman-st, Whitechapel, Baker. Pet Aug 12. Aug 29 at 11. Olive, Portsmouth-st, Lincoln's-inn-fields.
 Hewett, Alfred Harmer, Edwards-sq, Caledonian-rd, Islington, out of business. Pet Aug 10. Pepps. Aug 27 at 12. Doble, Basinghall-st.
 Hitchen, Geo, Back-rd, Shadwell, Shopman. Pet Aug 13. Pepps. Aug 27 at 11. Peverley, Coleman-st.
 Kirsch, Geo Barkley, Edward-sq, Caledonian-rd, Islington, Bookbinder. Pet Aug 14. Pepps. Sept 3 at 2. Marshall, Lincoln's-inn-fields.
 Lane, John Leveson, Prisoner for Debt, London. Pet Aug 8. Pepps. Aug 27 at 1. Wood, Basinghall-st.
 Mackenzie, Thos Hy, Copley-villa, Lyndhurst-road, Peckham, Comm Agent. Pet Aug 12. Aug 29 at 11. Moss, Stones-end, Borough.
 Marshall, Jas, Vauxhall-walk, Lambeth, Cab Driver. Pet Aug 13. Aug 29 at 12. Drake, Basinghall-st.
 Neal, Thos, Grove-rd, Victoria-pk, out of business. Pet Aug 14. Pepps. Sept 3 at 12. Heydon, King's-rd, Bedford-row.
 Rogers, Benj Whitworth, Buckingham, Chemist. Pet Aug 9. Pepps. Aug 27 at 11. Risley & Co, Gray's-inn-sq.
 Rogers, Emilia, Woburn, Beds, Widow. Pet Aug 14. Pepps. Sept 3 at 12. Lewis & Co, Old Jewry.
 Schulte, Wm, Okendon-rd, Islington, Merchant's Clerk. Pet Aug 14. Pepps. Sept 3 at 12. Murray, Gt St Helens.
 Short, Wm, Plaiestow, Essex. Pet Aug 13. Pepps. Aug 27 at 1. Marshall, Lincoln's-inn-fields.
 Selwood, Saml, High-rd, Tottenham, Coal Agent. Pet Aug 10. Pepps. Aug 27 at 12. Abbott, Worship-st, Finsbury.
 Simmons, John, St Paul's Brickfields, Bow-common, Brickmaker. Pet Aug 13. Pepps. Aug 27 at 1. King, Queen-st.
 Smale, Wm, Crowndale-rd, Oakley-sq, Camden-town, out of business. Pet Aug 13. Roche. Sept 4 at 11. Lefroy, Robert-st, Adelphi.
 To Surrender in the Country.
 Atkinson, Richd, West Hartlepool, Durham, Dealer in Fish. Pet Aug 12. Child, Hartlepool, Aug 26 at 11. Marshall, West Hartlepool.
 Baker, Wm, Bridgwater, Somerset, Boot Maker. Pet Aug 10. Lovibond. Bridgwater, Aug 28 at 10. Ruddock & Auber, Bridgwater.
 Barile, Geo, Ruwarp, nr Whitby, York, Brickmaker. Pet Aug 14. Leeds. Aug 29 at 11. Simpson, Leeds.
 Bates, Hy, Tardley, Worcester, out of business. Pet Aug 12. Birm. Aug 30 at 12. Suckling, Birm.
 Bole, Wm Starbuck, Newport, Salop, Boot Maker. Pet Aug 6. Birm. Aug 30 at 12. Heazle, Newport.
 Brooks, John, Truro, Cornwall, Labourer. Pet Aug 12. Chilcott. Truro, Aug 28 at 3. Carlyon & Paul, Truro.
 Broughton, Wm, Leicester, Bricklayer. Pet Aug 12. Ingram. Leicester, Sept 3 at 10. Owston, Leicester.
 Chambers, Francis, Thurlby, Lincoln, Chair Maker. Pet Aug 7. Bell, Stamford, Aug 27 at 12. Law, Stamford.
 Collins, Albert, Luton. Pet Aug 10. Austin. Luton, Aug 27 at 11. Conquest & Simons, Bedford.
 Combes, Geo, Grenon, Somerset, Baker. Pet Aug 13. Lovibond. Bridgwater, Aug 28 at 10. Reed & Cook, Bridgwater.
 Cooper, Wm, Leicester, Joiner. Pet Aug 3. Ingram. Leicester, Sept 3 at 10. Macaulay, Leicester.
 Dalton, John, Coventry, Warwick, Paper Box Maker. Pet Aug 12. Kirby. Coventry, Sept 3 at 3. Smallbone, Coventry.
 Dennis, Wm Richd, Torpoint, Cornwall, Baker. Pet Aug 13. Pearce. East Bournemouth, Aug 28 at 11. Edmunds & Sons, Plymouth.
 Dent, Joseph, Stockton-upon-Tees, Durham, Licensed Victualler. Pet Aug 12. Gibson. Newcastle-upon-Tyne, Aug 29 at 1. Clement, Stockton.
 Dent, Hy, Hartbury, Gloucester, Pig and Sheep Dealer. Pet Aug 12. Wilde. Aug 26 at 11. Miller, Bristol.
 Dobson, John, & Wm Boardman, Manch, Money Scriveners. Pet Aug 5. Murray. Manch, Aug 26 at 11. Leigh, Manch.
 Durham, Alban, Dukestown, nr Tredegar, Monmouth, Beerhouse Keeper. Pet Aug 14. Shepard. Tredegar, Sept 6 at 12. Simons & Plewa, Morvyr.
 Endicott, Jacob, Hill Farm, Holne, Devon, Farmer. Pet Aug 13. Bryett. Totnes, Aug 31 at 11. Michelson, Totnes.
 Green, Joseph, Huxham-green, East Pennard, Farmer. Pet Aug 14. Lovell. Wells, Aug 30 at 12.
 Harrison, Geo, Kingston-upon-Hull, Brewer. Pet Aug 14. Leeds. Aug 28 at 12. Reed, Hull.
 Hibbard, Elijah, Winchester, Hants, Umbrella Manufacturer. Pet Aug 12. Godwin, Winchester, Aug 28 at 11. Hollis, Winchester.
 Horrox, Wm, Leeds, Builder. Pet Aug 13. Leeds. Aug 29 at 11. Simpson, Leeds.
 Howard, Jas Kent, Lpool, Warehouseman. Pet Aug 3 (for pan). Dunn. Lancaster, Aug 30 at 12. Johnson & Tilly, Lancaster.
 Hughes, Thos, Shrewsbury, Salop, Boot Maker. Pet Aug 13. Birm. Aug 30 at 12. James & Griffin, Birm.
 Jackson, Geo, Penmaenmawr, Carnarvon, Joiner. Pet Aug 9. Hughes. Conway, Aug 29 at 12. Jones, Conway.
 Jennings, Nicholas, Swansea, Glamorgan, Arsenic Manufacturer. Pet Aug 6. Wilde. Bristol, Aug 30 at 11. Field, Swansea.
 Lawrence, John, Hereford, Baker. Pet Aug 12. Reynolds. Hereford, Sept 2 at 10. Garrold & Meadows, Hereford.
 Lawson, John, Waverree, nr Lpool, Engineer. Pet Aug 5 (for pan). Dunn. Lancaster, Aug 3 at 12. Johnson & Tilly, Lancaster.
 Lawson, Wm, Goldborne, Lancaster, Innkeeper. Pet Aug 16. Lpool. Aug 27 at 12. France, Wigan.

Lewis, Lewis, Prisoner for Debt, Lancaster. Adj July 17. Hime. Lpool, Aug 26 at 3.
 Lochman, John, Halifax, York, Warehouseman. Pet Aug 11. Dyson. Halifax, Aug 30 at 10. Wavell & Co, Halifax.
 Lund, Thos, Blackburn, Lancaster, Farmer. Pet Aug 12. Maerme. Manch, Aug 30 at 12. Leigh, Manch.
 Martin, John, Reading, Berks, General Smith. Pet Aug 14. Collins. Reading, Sept 7 at 10. Smith, Reading.
 Mason, Saml, Prisoner for Debt, Stafford. Adj Aug 9. Birm, Aug 30 at 12. James & Griffin, Birm.
 Merrick, Josiah Newman, Manch, Comm Agent. Pet June 7. Murray. Manch, Sept 11 at 12. Leigh, Manch.
 Mogridge, Thos, Bridgwater, Somerset, Painter. Pet Aug 13. Lovibond. Bridgwater, Aug 28 at 10. Reed & Cook, Bridgwater.
 Parry, Geo, Sandby, Nottingham, Railway Ganger. Pet Aug 12. Burton. Gainsborough, Aug 27 at 10. Bladen, Gainsborough.
 Phillips, Wm Hy, Cardiff. Pet June 7. Langley. Cardiff, Sept 2 at 12. Griffith, Cardiff.
 Powis, Littleton, Prisoner for Debt, Stafford. Adj Aug 9. Birm, Aug 30 at 12. James & Griffin, Birm.
 Powell, Thos Lampard, Romsey, Southampton, Cabinet Maker. Pet Aug 14. Tyler. Romsey, Aug 28 at 11. Mackey, Southampton.
 Rayner, Chas, Maldon, Essex, out of business. Pet Aug 10. Barnes. Colchester, Aug 31 at 2. Freeman, Maldon.
 Simpson, Michael, Machin, Lincoln, Fishmonger. Pet Aug 13. Uppley. Lincoln, Aug 30 at 11. Rex, Lincoln.
 Steel, Thos, Middlesbrough, York, Wood Turner. Pet Aug 12. Stockton-on-Tees, Aug 28 at 11. Dobson, Middlesbrough.
 Williams, Richd, Prisoner for Debt, Stafford. Adj Aug 9. Birm, Aug 30 at 12. James & Griffin, Birm.
 Wilshaw, Jas, Hanley, Stafford, Blacksmith. Pet Aug 13. Challinor. Hanley, Aug 31 at 11. Holmes, Burslem.
 Wood, Wm, Bath, Fancy Dealer. Pet Aug 10. Smith. Bath, Sept 2 at 11. Bartrum, Bath.
 Wright, Wm Hill, Lpool, Baker. Pet Aug 9. Lpool, Aug 27 at 12. Evans & Co, Lpool.

TUESDAY, Aug. 20, 1867.

To Surrender in London.

Cope, Wm, Salisbury-st, Strand, Bookseller. Pet Aug 16. Murray. Sept 11 at 12. Ashurst & Co, Old Jewry.
 Dent, Robt Thos, Thomas-st, Lloyd's-row, Clerkenwell, Dealer in Mineral Waters. Pet Aug 14. Pepps. Sept 3 at 11. Hicks, Basinghall-st.
 Donald, Wm, Regent-st, Restaurant Keeper. Pet Aug 15. Pepps. Sept 3 at 1. Loxley & Co, Chesham.
 Gibbs, Wm Hy, Tollington-rd, Holloway, Historical Engraver. Pet Aug 16. Pepps. Sept 3 at 1. Harrison, Basinghall-st.
 Grzebroski, John Worrall, Walbrook, Iron Merchant. Pet Aug 17. Murray. Sept 4 at 12. Head & Pattison, Martin's-lane, Cannon-st.
 Hendy, Chas Wm, Stanley-gardens, Notting-hill, Railway Clerk. Pet Aug 16. Sept 4 at 11. Delmer, Three King-st, Lombard-st.
 Jarvis, Edwd Hy, Canterbury-yard, Canterbury-rd, Kilburn, Cab Proprietor. Pet Aug 17. Murray. Sept 4 at 12. Abiet, Cambridge-rd, Hyde-pk.
 McCalla, Hy, Westbourne-pl, Eaton-sq, Architect. Pet Aug 14. Pepps. Sept 3 at 11. Rodwell, Connaught-ter, Edgware-rd.
 Meldrum, Jane, Sloane-st, Knightsbridge, Milliner. Pet Aug 17. Murray. Sept 4 at 12. Le Bano & Co, New Bridge-st.
 Sexton, Thos, Gt Charlotte-st, Blackfriars-rd, Furniture Dealer. Pet Aug 16. Pepps. Sept 3 at 1. Davis, Harp-lane.
 Steady, Mary, Prisoner for Debt, London. Pet Aug 16 (for pan). Murray. Sept 4 at 11. Haxton, Essex-st, Strand.
 Webber, Chas, Coach-yd, Hackney, Wheelwright. Pet Aug 16. Murray. Sept 4 at 11. Edwards, Bush-lane, Cannon-st.
 Williams, Wm Edwd, & Thos Cook, Banbury-ct, Long-acre, Picture Frame Makers. Pet Aug 16. Murry. Sept 4 at 12. Pittman, Guildhall-chambers, Basinghall-st.

To Surrender in the Country.

Arkle, John, North Farm, Lancaster, Durham; Cattle and Sheep Dealer. Pet Aug 17. Gibson. Newcastle-upon-Tyne, Sept 17 at 11.30. Bignal, Durham.
 Aspinall, Adam, Penistone, York, Innkeeper. Pet Aug 16. Shepherd. Barnsley, Sept 6 at 1. Rodgers, Barnsley.
 Barton, Thos Francis, Everton, nr Lpool, Book-keeper. Pet Aug 13. Hime. Lpool, Aug 26 at 3. Blackhurst, Lpool.
 Beattie, Edwd, jun, St Helen's, Lancaster, Architect. Pet Aug 17. Lpool. Sept 2 at 11. Best, Lpool.
 Betheridge, Stephen, Barton St Michael, Gloucester, Law Writer. Adj Aug 10. Wilton. Gloucester, Aug 31 at 12.
 Bremner, Jacob, Parkgate, Preston, Cheater, Boarding-house Keeper. Pet Aug 14. Wason. Aug 30 at 2. Moore, Birkenhead.
 Bullas, Stephen, Prisoner for Debt, Worcester. Adj Aug 13. Birm. Sept 6 at 12. James & Griffin, Birm.
 Colman, Wm John, Hedon, York, Victualler. Pet Aug 14. Iveson. Hedon, Aug 31 at 11. Pettigrell & Ayre, Kingston-upon-Hull.
 Curd, Albert, Hove, Sussex, Butcher. Pet Aug 13. Everashed. Brighton, Sept 2 at 11. Mills, Brighton.
 Evan, Davies, Fortmadoc, Carnarvon, Joiner. Pet Aug 15. Lpool. Sept 2 at 11. Evans & Co, Lpool.
 Gwlad, John, Monkwearmouth, Durham, Blacksmith. Pet Aug 16. Marshall. Sunderland, Sept 6 at 12. Steel, Sunderland.
 Gregson, Robert, Barrow-in-Furness, Lancaster, Builder. Pet Aug 13. Postlethwaite. Ulverston, Aug 27 at 10. Ralph, Barrow-in-Furness.
 Haggood, Thos, Chichester, Foreman to a Boot Maker. Pet Aug 12. Chichester, Aug 31 at 3. Roames, Peterfield.

Hallett, Saml, Plymouth, Devon, Builder. Pet Aug 17. Exeter, Sept 4 at 10. Elworthy & Co, Plymouth.

Hands, Jas, Redditch, Worcester, out of business. Pet Aug 17. Brown-
ing, Redditch, Sept 7 at 11. Simmons, Redditch.

Herrington, Alfred, Westdean, Sussex, Wheelwright's Assistant. Pet
Aug 18. Souton, Chichester, Aug 31 at 2. Tichener, Chichester.

Hickman, John Wm, Doncaster, York, Licensed Valuer. Adj July 10.
Shirley, Doncaster, Sept 9 at 12. Woodhead, Doncaster.

Hobley, John, Prisoner for Debt, Chester. Adj Aug 9. Lpool, Sept 2
at 11.

Hutton, Joseph, Masbrough, York, Labourer. Pet Aug 16. Newman,
Rotherham, Sept 9 at 3. Willis, Rotherham.

Ince, Wm, Manoh, Labourer. Pet Aug 7 (for pau). Kay, Manch,
Sept 3 at 9.30. Ambler, Manch.

Jones, David, Prestatyn, Flint, Publican. Pet Aug 15. Sisson, Rhyl,
Aug 20 at 11. Williams, Rhyl.

Jones, Richd, Prisoner for Debt, Stafford. Adj July 9. Brown.
Wolverhampton, Aug 31 at 12.

Keeffe, Chas John, Devonport, Devon, Builder. Pet Aug 16. Exeter,
Sept 4 at 10. Edmonds & Sons, Plymouth.

Keen, Geo, Aston Clinton, Buckingham, Straw Dealer. Pet Aug 17.
Watson, Aylesbury, Sept 4 at 10. Horwood, Aylesbury.

Lewis, Saml, Prisoner for Debt, Cardiff. Adj Aug 14. Wilde, Bristol,
Sept 2 at 11.

Lipcombe, Hy, Lowsamoor, Worcester, Tailor. Pet Aug 17. Crisp.
Worcester, Sept 3 at 11.

Lova, Geo, Bristol, Pawnbroker. Pet Aug 8. Wilde, Bristol, Sept
2 at 11. Press & Co, Bristol.

Lund, Thos, Woodfold-pk, nr Blackburn, Lancaster, Cowkeeper. Pet
Aug 16. Macrae, Manch, Aug 30 at 11. Leigh, Manch.

Marshall, Saml, Sale, Chester, Joiner. Pet Aug 15. Murray, Manch,
Sept 11 at 12. Richardson, Manch.

McGowen, Wm, Almondsbury, York, Tailor. Pet Aug 16. Jones, jun.
Huddersfield, Sept 2 at 10. Sykes, Huddersfield.

Moffatt, Francis, Jarrow, Durham, Innkeeper. Adj Aug 14. Gib-
son, Newcastle-upon-Tyne, Aug 20 at 12. Hoyle, Newcastle-
upon-Tyne.

Morgan, Thos, Eglwysilan, Glamorgan, Blacksmith. Pet Aug 17.
Spickett, Pontypridd, Sept 3 at 11. Thomas, Pontypridd.

Pace, John, Bishop Wearmouth, Durham, Grocer. Pet Aug 16.
Marshall, Sunderland, Sept 6 at 12. Graham, Sunderland.

Pearson, John, Bepton, Sussex, Brick Maker. Pet Aug 15. Johnson.
Midhurst, Sept 2 at 2.30. Soames, Petersfield.

Powell, Wm, Whitechurch, Salop, Licensed Victualler. Pet Aug 16.
Hill, Birm, Sept 6 at 12. Pearson, Market Drayton.

Rhodes, Jas, Kirk Deighton, York, Fig Jobber. Pet Aug 14. Gill.
Knaresborough, Sept 4 at 10. Dewes, Knaresborough.

Richards, Geo Clement, Nuttall, Nottingham, Grocer. Pet Aug 16.
Patchitt, Nottingham, Oct 9 at 11. Heath, Nottingham.

Robinson, Thos, Christchurch, Monmouth, out of business. Pet Aug
10. Roberts, Newport, Aug 29 at 11. Goodner, Newport.

Ross, Alex, Birm, Beerseller. Pet Aug 14. Guest, Birm, Sept 20 at
10. Maher, Birm.

Ross, Reubens, Sunderland, Durham, Painter. Pet Aug 16. Marshall.
Sunderland, Sept 6 at 12. Graham, Sunderland.

Shepherd, Robt, Lpool, Comm. Agent. Pet Aug 15. Hime, Lpool,
Aug 30 at 3. Blackhurst, Lpool.

Shufflebotham, Wm, Coventry, Warwick, out of business. Pet Aug
14. Kirby, Coventry, Sept 3 at 10. Griffin, Coventry.

Sleep, Wm, Plymouth, Devon, Ironmonger. Pet Aug 14. Exeter, Sept
4 at 10. Edmonds & Sons, Plymouth.

Smith, John, Wolverhampton, Stafford, Wood Turner. Pet July 30.
Brown, Wolverhampton, Aug 31 at 11. Barrow, Wolverhampton.

Spackman, Wm, Prisoner for Debt, Gloucester, Adj Aug 16. Ander-
son, Northleach, Aug 27 at 12. Clatterbuck, Stroud.

Taylor, Hy, Wolverhampton, Stafford, out of business. Pet Aug 8.
Brown, Wolverhampton, Aug 31 at 12. Barrow, Wolverhampton.

Taylor, Joseph, Penn, Stafford, Looksmith. Pet July 16. Brown.
Wolverhampton, Aug 31 at 11. Langman, Wolverhampton.

Ward, Ralph, Tunstall, Stafford, Potter. Pet Aug 16. Challiner.
Hanley, Sept 14 at 11. Tennant, Hanley.

White, John Geo, Rock Ferry, Chester, Ship Broker. Pet Aug 17.
Lpool, Sept 2 at 12. Best, Lpool.

Wild, Richard, Wolverhampton, Stafford, Beerhouse Keeper. Pet Aug
9. Brown, Wolverhampton, Aug 31 at 12. Langman, Wolver-
hampton.

Wilson, Robt, Wombridge, Salop, Market Gardener. Pet Aug 14.
Newell, Wellington, Sept 20 at 11. James, Wellington.

Yapp, Edwd Parry, Loominster, Hereford, Butcher. Pet July 31.
Birm, Aug 30 at 12. Wilkins & Co, St Swithin's-lane.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 16, 1867.

Isaacs, Louis, & Barnard Isaacs, Houndsditch, Merchants. Aug 14.
Coombs, Geo, Grenton, Somerset, Baker. Aug 12.

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